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|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>PERR-125673680</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>AXIS Insurance Company</i> | <i>State Tracking Number:</i> | <i>#? \$50</i> |
| <i>Company Tracking Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F</i> | | |
| <i>TOI:</i> | <i>17.0 Other Liability - Claims Made/Occurrence</i> | <i>Sub-TOI:</i> | <i>17.0019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>American Association of Advertising Agencies Purchasing Group</i> | | |
| <i>Project Name/Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F</i> | | |

Filing at a Glance

| | | |
|---|--|---|
| Company: AXIS Insurance Company | SERFF Tr Num: PERR-125673680 | State: Arkansas |
| Product Name: American Association of Advertising Agencies Purchasing Group | | |
| TOI: 17.0 Other Liability - Claims Made/Occurrence | SERFF Status: Closed | State Tr Num: #? \$50 |
| Sub-TOI: 17.0019 Professional Errors & Omissions Liability | Co Tr Num: AXIS-OL-AAAA-AR-08-01-F | State Status: Fees verified and received |
| Filing Type: Form | Co Status: | Reviewer(s): Betty Montesi, Edith Roberts |
| | Authors: Faviola Jimenez, Laura Jennette | Disposition Date: 06/10/2008 |
| | Date Submitted: 06/06/2008 | Disposition Status: Approved |
| Effective Date Requested (New): 07/09/2008 | | Effective Date (New): |
| Effective Date Requested (Renewal): | | Effective Date (Renewal): |
| State Filing Description: | | |

General Information

| | |
|---|---------------------------------------|
| Project Name: AXIS-OL-AAAA-AR-08-01-F | Status of Filing in Domicile: Pending |
| Project Number: AXIS-OL-AAAA-AR-08-01-F | Domicile Status Comments: |
| Reference Organization: | Reference Number: |
| Reference Title: | Advisory Org. Circular: |
| Filing Status Changed: 06/10/2008 | |
| State Status Changed: 06/10/2008 | Deemer Date: |
| Corresponding Filing Tracking Number: AXIS-OL-AAAA-AR-08-01-R | |
| Filing Description: | |

With this filing, AXIS Insurance Company ("the Company") is submitting its newly developed independent forms for the American Association of Advertising Agencies (AAAA) Multimedia Liability Program. This filing is the initial submission of this program for the Company. The program provides errors & omissions insurance coverages, and offers a variety of coverage options to members of the AAAA, which is also a registered Risk Purchasing Group. Please refer to the

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| <i>Filing Company:</i> | <i>AXIS Insurance Company</i> | <i>State Tracking Number:</i> | <i>#? \$50</i> |
| <i>Company Tracking Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F</i> | | |
| <i>TOI:</i> | <i>17.0 Other Liability - Claims Made/Occurrence</i> | <i>Sub-TOI:</i> | <i>17.0019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>American Association of Advertising Agencies Purchasing Group</i> | | |
| <i>Project Name/Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F</i> | | |

enclosed explanatory memorandum for additional details.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the explanatory memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company's response will be submitted to your attention as soon as we receive it.

We respectfully request that this filing become effective on July 9, 2008.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

| | |
|---------------------------------------|------------------------|
| Laura Jennette, State Filings Analyst | doi@perrknight.com |
| 881 Alma Real Drive Suite 205 | (310) 230-9339 [Phone] |
| Pacific Palisades, CA 90272 | |

Filing Company Information

| | | |
|-----------------------------|------------------------------------|-----------------------------|
| AXIS Insurance Company | CoCode: 37273 | State of Domicile: Illinois |
| 11680 Great Oaks Way | Group Code: 3416 | Company Type: |
| Ste. 500 | | |
| Alpharetta, GA 30022 | Group Name: AXIS Specialty Limited | State ID Number: |
| (678) 746-9423 ext. [Phone] | FEIN Number: 39-1338397 | |

Filing Fees

| | |
|---------------|---------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |

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|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>PERR-125673680</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>AXIS Insurance Company</i> | <i>State Tracking Number:</i> | <i>#? \$50</i> |
| <i>Company Tracking Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F</i> | | |
| <i>TOI:</i> | <i>17.0 Other Liability - Claims Made/Occurrence</i> | <i>Sub-TOI:</i> | <i>17.0019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>American Association of Advertising Agencies Purchasing Group</i> | | |
| <i>Project Name/Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F</i> | | |
| Fee Explanation: | AR filing fee is \$50 for form submission | | |
| Per Company: | No | | |

SERFF Tracking Number: PERR-125673680 State: Arkansas
Filing Company: AXIS Insurance Company State Tracking Number: #? \$50
Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: American Association of Advertising Agencies Purchasing Group
Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|------------------------|--------|----------------|---------------|
| AXIS Insurance Company | \$0.00 | 06/06/2008 | |

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 102914 | \$50.00 | 06/02/2008 |

SERFF Tracking Number: *PERR-125673680* *State:* *Arkansas*
Filing Company: *AXIS Insurance Company* *State Tracking Number:* *#? \$50*
Company Tracking Number: *AXIS-OL-AAAA-AR-08-01-F*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions Liability*

Product Name: *American Association of Advertising Agencies Purchasing Group*
Project Name/Number: *AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F*

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|---------------|-------------------|-------------------|-----------------------|
| Approved | Edith Roberts | 06/10/2008 | 06/10/2008 |

SERFF Tracking Number: *PERR-125673680* *State:* *Arkansas*
Filing Company: *AXIS Insurance Company* *State Tracking Number:* *#? \$50*
Company Tracking Number: *AXIS-OL-AAAA-AR-08-01-F*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0019 Professional Errors & Omissions Liability*
Product Name: *American Association of Advertising Agencies Purchasing Group*
Project Name/Number: *AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F*

Disposition

Disposition Date: 06/10/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125673680 State: Arkansas

Filing Company: AXIS Insurance Company State Tracking Number: #? \$50

Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

| Item Type | Item Name | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Supporting Documentation | Approved | Yes |
| Form | Arkansas Amendatory Endorsement | Approved | Yes |
| Form | Important Information for Arkansas Policyholders | Approved | Yes |
| Form | Arkansas Consent Agreement Claim Expense within the Policy Limit (CEWL) | Approved | Yes |
| Form | Arkansas Mid-Term Exclusion Consent Form | Approved | Yes |
| Form | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy (Claim Expense Within the Policy Limit) | Approved | Yes |
| Form | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy (Claim Expense in Addition to the Policy Limit) | Approved | Yes |
| Form | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy Declarations | Approved | Yes |
| Form | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy Declarations | Approved | Yes |
| Form | American Association of Advertising Agencies, Inc. Purchasing Group Application for Insurance | Approved | Yes |
| Form | Acquisition Endorsement | Approved | Yes |
| Form | Additional Insured Endorsement | Approved | Yes |
| Form | Additional Insured Endorsement - Matter Furnished by the Additional Insured | Approved | Yes |
| Form | Address Amendatory Endorsement | Approved | Yes |
| Form | Agent & Independent Contractor Exclusion | Approved | Yes |
| Form | Anti-Stacking Endorsement (Claim | Approved | Yes |

SERFF Tracking Number: PERR-125673680 State: Arkansas

Filing Company: AXIS Insurance Company State Tracking Number: #? \$50

Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

| | | | |
|-----------------------------------|--|----------|-----|
| Expense Outside the Policy Limit) | | | |
| Form | Anti-Stacking Endorsement (Claim Expense Within the Policy Limit) | Approved | Yes |
| Form | Application for Insurance - Acceptance of Another Company's Application | Approved | Yes |
| Form | Cancellation Endorsement - Pro Rata | Approved | Yes |
| Form | Cancellation Endorsement - Short Rate | Approved | Yes |
| Form | Cancellation Reinstatement Endorsement | Approved | Yes |
| Form | Cancellation/Nonrenewal Notice Endorsement | Approved | Yes |
| Form | Company Selection of Counsel Endorsement | Approved | Yes |
| Form | Electronic Information Gathering Exclusion | Approved | Yes |
| Form | Errors & Omissions - Standard Coverage Endorsement | Approved | Yes |
| Form | Errors & Omissions Coverage Deletion Endorsement | Approved | Yes |
| Form | Extended Reporting Period Endorsement | Approved | Yes |
| Form | Failure to Obtain Rights Exclusion | Approved | Yes |
| Form | Independent Contractors Exclusion | Approved | Yes |
| Form | Knowledge & Notice of Claim Endorsement (Claim Expense Within the Policy Limit) | Approved | Yes |
| Form | Knowledge & Notice of Claim Endorsement (Claim Expense Outside the Policy Limit) | Approved | Yes |
| Form | Limits, SIR and/or Premium Amendatory Endorsement | Approved | Yes |
| Form | Multimedia Cyber/Technology Services Errors & Omissions Endorsement (Claim Expense Within the Policy Limit) | Approved | Yes |
| Form | Multimedia Cyber/Technology Services Errors & Omissions Endorsement (Claim Expense Outside the Policy Limit) | Approved | Yes |

SERFF Tracking Number: PERR-125673680 State: Arkansas

Filing Company: AXIS Insurance Company State Tracking Number: #? \$50

Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

| | | | |
|-------------|---|----------|-----|
| Form | Multi-Year Policy Endorsement | Approved | Yes |
| Form | Music Activities Exclusion | Approved | Yes |
| Form | Named Insured Amendatory Endorsement | Approved | Yes |
| Form | Named Insured Endorsement | Approved | Yes |
| Form | Named Peril Endorsement (Claim Expense Within the Policy Limit) | Approved | Yes |
| Form | Named Peril Endorsement (Claim Expense Outside the Policy Limit) | Approved | Yes |
| Form | Policy Period Amendatory Endorsement | Approved | Yes |
| Form | Prior Acts Coverage Extension | Approved | Yes |
| Form | Professional Services Errors & Omissions Endorsement (Claim Expense Within the Policy Limit) | Approved | Yes |
| Form | Professional Services Errors & Omissions Endorsement (Claim Expense Outside the Policy Limit) | Approved | Yes |
| Form | Removal of Aggregate Limit Endorsement (Claim Expense Within the Policy Limit) | Approved | Yes |
| Form | Removal of Aggregate Limit Endorsement (Claim Expense Outside the Policy Limit) | Approved | Yes |
| Form | Specific Claims Exclusion | Approved | Yes |
| Form | Streaming Exclusion | Approved | Yes |
| Form | Territory Endorsement (Occurrences and Claims or Suits in the U.S., its Territories and Possessions) | Approved | Yes |
| Form | Territory Endorsement (Universal Occurrences, Claims or Suits Brought in the U.S., its Territories and Possessions) | Approved | Yes |
| Form | Trademark and Errors & Omissions Exclusion | Approved | Yes |
| Form | Trademark Exclusion | Approved | Yes |
| Form | Translation Cost Endorsement | Approved | Yes |
| Form | Unauthorized Access Coverage Endorsement (Claim Expense Within the | Approved | Yes |

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|--------------------------|---|------------------------|---|
| SERFF Tracking Number: | PERR-125673680 | State: | Arkansas |
| Filing Company: | AXIS Insurance Company | State Tracking Number: | #? \$50 |
| Company Tracking Number: | AXIS-OL-AAAA-AR-08-01-F | | |
| TOI: | 17.0 Other Liability - Claims Made/Occurrence | Sub-TOI: | 17.0019 Professional Errors & Omissions Liability |

Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

Policy Limit)

| | | | |
|-------------|------------------------------|----------|-----|
| Form | Unauthorized Access Coverage | Approved | Yes |
|-------------|------------------------------|----------|-----|

Endorsement (Claim Expense Outside the Policy Limit)

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|-------------|--------------------------------------|----------|-----|
| Form | Mitigation Expense Coverage Deletion | Approved | Yes |
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Endorsement

SERFF Tracking Number: PERR-125673680 State: Arkansas

Filing Company: AXIS Insurance Company State Tracking Number: #? \$50

Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|---|---------|--------------|--------------------------------------|----------------------|-------------|---|
| Approved | Arkansas Amendatory Endorsement | FAAR-01 | 3-08 | Endorsement/New Amendment/Conditions | | 0.00 | AR AMENDATORY ENDORSEMENT_FAAR-01 (3-08).pdf |
| Approved | Important Information for Arkansas Policyholders | FAAR-02 | 3-08 | Disclosure/ New Notice | | 0.00 | IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS_FAAR-02 (3-08).pdf |
| Approved | Arkansas Consent Agreement Claim Expense within the Policy Limit (CEWL) | FAAR-03 | 3-08 | Disclosure/ New Notice | | 0.00 | AR CEWL CONSENT FORM_FAAR-03 (3-08).pdf |
| Approved | Arkansas Mid-Term Exclusion Consent Form | FAAR-04 | 3-08 | Endorsement/New Amendment/Conditions | | 0.00 | AR MID-TERM EXCLUSION CONSENT FORM_FAAR-04 (3-08).pdf |
| Approved | American Association of Advertising Agencies (AAAA) | FA-001 | 3-08 | Policy/Coverage New Form | | 0.00 | AAAA Multimedia Liability Policy_FA- |

SERFF Tracking Number: PERR-125673680 State: Arkansas
Filing Company: AXIS Insurance Company State Tracking Number: #? \$50
Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: American Association of Advertising Agencies Purchasing Group
Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

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|----------|---|--------------|------|------------------------------------|------|--|
| | Multimedia Liability Policy (Claim Expense Within the Policy Limit) | | | | | 001 (3-08).pdf |
| Approved | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy (Claim Expense in Addition to the Policy Limit) | FA-002 | 3-08 | Policy/Coverage Form | 0.00 | AAAA Multimedia Liability Policy_FA-002 (3-08).pdf |
| Approved | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy Declarations | FA-O2 | 3-08 | Declaration News/Schedule | 0.00 | AAAA_CEO LDecPage_FA-O2 (3-08).pdf |
| Approved | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy Declarations | FA-W1 | 3-08 | Declaration News/Schedule | 0.00 | AAAA_CEW LDecPage_FA-W1 (3-08).pdf |
| Approved | American Association of Advertising Agencies, Inc. Purchasing Group Application for Insurance | M1-FA9105-08 | | Application/ New Binder/Enrollment | 0.00 | AAAA_Application_M1FA910 (5-08).pdf |
| Approved | Acquisition Endorsement | FA-01 | 3-08 | Endorsement New/Amendment | 0.00 | ACQUISITION |

SERFF Tracking Number: PERR-125673680 State: Arkansas

Filing Company: AXIS Insurance Company State Tracking Number: #? \$50

Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

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|----------|--|-------|------|--|------|---|
| | | | | ent/Condi tions | | ENDORSEM ENT_FA-01 (03-08).pdf |
| Approved | Additional Insured Endorsement | FA-02 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | ADDITIONA L INSURED ENDORSEM ENT_FA-02 (03-08).pdf |
| Approved | Additional Insured Endorsement - Matter Furnished by the Additional Insured | FA-03 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | ADDITIONA L INSURED ENDT- MATTER FURNISHED BY THE ADD. INS._FA-03 (03-08).pdf |
| Approved | Address Amendatory Endorsement | FA-04 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | ADDRESS AMENDATO RY ENDORSEM ENT_FA-04 (03-08).pdf |
| Approved | Agent & Independent Contractor Exclusion | FA-05 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | AGENT & INDEPENDE NT CONTRACT OR EXCLUSION _FA-05 (03- 08).pdf |
| Approved | Anti-Stacking Endorsement (Claim Expense Outside the Policy Limit) | FA-06 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | ANTI- STACKING ENDORSEM ENT_CEWL _FA-06 (03- 08).pdf |

SERFF Tracking Number: PERR-125673680 State: Arkansas
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 Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F
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Product Name: American Association of Advertising Agencies Purchasing Group
 Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

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|----------|---|-------|------|---|------|---|
| Approved | Anti-Stacking Endorsement (Claim Expense Within the Policy Limit) | FA-07 | 3-08 | Endorsement New nt/Amendment/Conditions | 0.00 | ANTI-STACKING ENDORSEMENT_CEOL_FA-07 (03-08).pdf |
| Approved | Application for Insurance - Acceptance of Another Company's Application | FA-08 | 3-08 | Endorsement New nt/Amendment/Conditions | 0.00 | APPLICATION FOR INSURANCE-ACCEPTANCE OF ANOTHER COMPANY'S APPLICATION_FA-08 (03-08).pdf |
| Approved | Cancellation Endorsement - Pro Rata | FA-09 | 3-08 | Endorsement New nt/Amendment/Conditions | 0.00 | CANCELLATION ENDORSEMENT_PRORATA_FA-09 (03-08).pdf |
| Approved | Cancellation Endorsement - Short Rate | FA-10 | 3-08 | Endorsement New nt/Amendment/Conditions | 0.00 | CANCELLATION ENDORSEMENT_SHORT RATE_FA-10 (03-08).pdf |
| Approved | Cancellation Reinstatement Endorsement | FA-11 | 3-08 | Endorsement New nt/Amendment/Conditions | 0.00 | CANCELLATION REINSTATEMENT ENDORSEMENT_FA-11 |

SERFF Tracking Number: PERR-125673680 State: Arkansas

Filing Company: AXIS Insurance Company State Tracking Number: #? \$50

Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

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|----------|--|-------|------|----------------------------------|------|---|
| Approved | Cancellation/Nonrenewal Notice Endorsement | FA-12 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | (03-08).pdf CANCELLATION-NONRENEWAL NOTICE ENDORSEMENT_FA-12 (03-08).pdf |
| Approved | Company Selection of Counsel Endorsement | FA-13 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | COMPANY SELECTION OF COUNSEL ENDORSEMENT_FA-13 (03-08).pdf |
| Approved | Electronic Information Gathering Exclusion | FA-14 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | ELECTRONIC INFORMATION GATHERING EXCLUSION_FA-14 (03-08).pdf |
| Approved | Errors & Omissions - Standard Coverage Endorsement | FA-15 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | ERRORS & OMISSIONS - STANDARD COVERAGE ENDORSEMENT_FA-15 (03-08).pdf |
| Approved | Errors & Omissions Coverage Deletion | FA-16 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | ERRORS & OMISSIONS COVERAGE DELETION |

SERFF Tracking Number: PERR-125673680 State: Arkansas

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Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F

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Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

| Endorsement | | | | | | ENDORSEM ENT_FA-16 (03-08).pdf |
|-------------|--|---------|------|----------------------------------|------|--|
| Approved | Extended Reporting Period Endorsement | FA-17AR | 3-08 | Endorsement/Amendment/Conditions | 0.00 | EXTENDED REPORTING PERIOD ENDORSEMENT_FA-17AR.pdf |
| Approved | Failure to Obtain Rights Exclusion | FA-18 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | FAILURE TO OBTAIN RIGHTS EXCLUSION_FA-18 (03-08).pdf |
| Approved | Independent Contractors Exclusion | FA-19 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | INDEPENDENT CONTRACTORS EXCLUSION_FA-19 (03-08).pdf |
| Approved | Knowledge & Notice of Claim Endorsement (Claim Expense Within the Policy Limit) | FA-20 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | KNOWLEDGE & NOTICE OF CLAIM ENDORSEMENT_CEWL_FA-20 (03-08).pdf |
| Approved | Knowledge & Notice of Claim Endorsement (Claim Expense Outside the Policy Limit) | FA-21 | 3-08 | Endorsement/Amendment/Conditions | 0.00 | KNOWLEDGE & NOTICE OF CLAIM ENDORSEMENT_CEOL_FA-21 (03-08).pdf |
| Approved | Limits, SIR and/or | FA-22 | 3-08 | Endorsement New | 0.00 | LIMITS OF |

| | | | | | | | |
|--------------------------|-------------------|---|------|------------------------|--|--|-------------|
| SERFF Tracking Number: | | PERR-125673680 | | State: | | Arkansas | |
| Filing Company: | | AXIS Insurance Company | | State Tracking Number: | | #? \$50 | |
| Company Tracking Number: | | AXIS-OL-AAAA-AR-08-01-F | | | | | |
| TOI: | | 17.0 Other Liability - Claims Made/Occurrence | | | | Sub-TOI: 17.0019 Professional Errors & Omissions Liability | |
| Product Name: | | American Association of Advertising Agencies Purchasing Group | | | | | |
| Project Name/Number: | | AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F | | | | | |
| | Premium | | | nt/Amendm | | | INS., SIR |
| | Amendatory | | | ent/Condi | | | AND-OR |
| | Endorsement | | | ons | | | PREMIUM |
| | | | | | | | AMENDATO |
| | | | | | | | RY |
| | | | | | | | ENDORSEM |
| | | | | | | | ENT_FA-22 |
| | | | | | | | (03-08).pdf |
| Approved | Multimedia | FA-23AR | 3-08 | Endorseme New | | 0.00 | MM CYBER- |
| | Cyber/Technolog | | | nt/Amendm | | | TECHNOLO |
| | y Services Errors | | | ent/Condi | | | GY |
| | & Omissions | | | ons | | | SERVICES |
| | Endorsement | | | | | | E&O |
| | (Claim Expense | | | | | | ENDORSEM |
| | Within the Policy | | | | | | ENT_CEWL |
| | Limit) | | | | | | _FA-23.pdf |
| Approved | Multimedia | FA-24AR | 3-08 | Endorseme New | | 0.00 | MM CYBER- |
| | Cyber/Technolog | | | nt/Amendm | | | TECHNOLO |
| | y Services Errors | | | ent/Condi | | | GY |
| | & Omissions | | | ons | | | SERVICES |
| | Endorsement | | | | | | E&O |
| | (Claim Expense | | | | | | ENDORSEM |
| | Outside the | | | | | | ENT_CEOL_ |
| | Policy Limit) | | | | | | FA-24.pdf |
| Approved | Multi-Year Policy | FA-25 | 3-08 | Endorseme New | | 0.00 | MULTI- |
| | Endorsement | | | nt/Amendm | | | YEAR |
| | | | | ent/Condi | | | POLICY |
| | | | | ons | | | ENDORSEM |
| | | | | | | | ENT_FA-25 |
| | | | | | | | (03-08).pdf |
| Approved | Music Activities | FA-26 | 3-08 | Endorseme New | | 0.00 | MUSIC |
| | Exclusion | | | nt/Amendm | | | ACTIVITIES |
| | | | | ent/Condi | | | EXCLUSION |
| | | | | ons | | | _FA-26 (03- |
| | | | | | | | 08).pdf |
| Approved | Named Insured | FA-27 | 3-08 | Endorseme New | | 0.00 | NAMED |
| | Amendatory | | | nt/Amendm | | | INSURED |

SERFF Tracking Number: PERR-125673680 State: Arkansas

Filing Company: AXIS Insurance Company State Tracking Number: #? \$50

Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: American Association of Advertising Agencies Purchasing Group

Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

| Endorsement | | | | ent/Condi tions | | AMENDATO RY ENDORSEM ENT_FA-27 (03-08).pdf |
|-------------|--|---------|------|--|------|--|
| Approved | Named Insured Endorsement | FA-28 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | NAMED INSURED ENDORSEM ENT_FA-28 (03-08).pdf |
| Approved | Named Peril Endorsement (Claim Expense Within the Policy Limit) | FA-29 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | NAMED PERIL ENDORSEM ENT_CEWL _FA-29 (03- 08).pdf |
| Approved | Named Peril Endorsement (Claim Expense Outside the Policy Limit) | FA-30 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | NAMED PERIL ENDORSEM ENT_CEOL_ FA-30 (03- 08).pdf |
| Approved | Policy Period Amendatory Endorsement | FA-31 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | POLICY PERIOD AMENDATO RY ENDORSEM ENT_FA-31 (03-08).pdf |
| Approved | Prior Acts Coverage Extension | FA-32 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | PRIOR ACTS COVERAGE EXTENSION _FA-32 (03- 08).pdf |
| Approved | Professional Services Errors & | FA-33AR | 3-08 | Endorseme New nt/Amendm | 0.00 | PROFESSIO NAL |

| | | | | | |
|--------------------------|---|------------------------|---|------|---|
| SERFF Tracking Number: | PERR-125673680 | State: | Arkansas | | |
| Filing Company: | AXIS Insurance Company | State Tracking Number: | #? \$50 | | |
| Company Tracking Number: | AXIS-OL-AAAA-AR-08-01-F | | | | |
| TOI: | 17.0 Other Liability - Claims Made/Occurrence | Sub-TOI: | 17.0019 Professional Errors & Omissions Liability | | |
| Product Name: | American Association of Advertising Agencies Purchasing Group | | | | |
| Project Name/Number: | AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F | | | | |
| | Omissions Endorsement (Claim Expense Within the Policy Limit) | ent/Condi ons | SERVICES E&O ENDORSEM ENT_CEWL _FA-33.pdf | | |
| Approved | Professional Services Errors & Omissions Endorsement (Claim Expense Outside the Policy Limit) | FA-34AR 3-08 | Endorsement New nt/Amendment/Condi ons | 0.00 | PROFESSIO NAL SERVICES E&O ENDORSEM ENT_CEWL_ FA-34.pdf |
| Approved | Removal of Aggregate Limit Endorsement (Claim Expense Within the Policy Limit) | FA-35 3-08 | Endorsement New nt/Amendment/Condi ons | 0.00 | REMOVAL OF AGG. LIMIT ENDORSEM ENT_CEWL _FA-35 (03- 08).pdf |
| Approved | Removal of Aggregate Limit Endorsement (Claim Expense Outside the Policy Limit) | FA-36 3-08 | Endorsement New nt/Amendment/Condi ons | 0.00 | REMOVAL OF AGG. LIMIT ENDORSEM ENT_CEWL_ FA-36 (03- 08).pdf |
| Approved | Specific Claims Exclusion | FA-37 3-08 | Endorsement New nt/Amendment/Condi ons | 0.00 | SPECIFIC CLAIMS EXCLUSION _FA-37 (03- 08).pdf |
| Approved | Streaming Exclusion | FA-38 3-08 | Endorsement New nt/Amendment/Condi ons | 0.00 | STREAMIN G EXCLUSION _FA-38 (03- 08).pdf |
| Approved | Territory | FA-39 3-08 | Endorsement New | 0.00 | TERRITORY |

| | | | | | | | |
|--------------------------|---|---|------|----------------------------------|--|--|---|
| SERFF Tracking Number: | | PERR-125673680 | | State: | | Arkansas | |
| Filing Company: | | AXIS Insurance Company | | State Tracking Number: | | #? \$50 | |
| Company Tracking Number: | | AXIS-OL-AAAA-AR-08-01-F | | | | | |
| TOI: | | 17.0 Other Liability - Claims Made/Occurrence | | | | Sub-TOI: 17.0019 Professional Errors & Omissions Liability | |
| Product Name: | | American Association of Advertising Agencies Purchasing Group | | | | | |
| Project Name/Number: | | AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F | | | | | |
| | Endorsement (Occurrences and Claims or Suits in the U.S., its Territories and Possessions) | | | nt/Amendment/Conditions | | | ENDORSEMENT (OCC. & CLAIMS OR SUITS IN THE US, ITS TERR. & POSSESSIONS)_FA-39 (03-08).pdf |
| Approved | Territory Endorsement (Universal Occurrences, Claims or Suits Brought in the U.S., its Territories and Possessions) | FA-40 | 3-08 | Endorsement/Amendment/Conditions | | 0.00 | TERRITORY ENDORSEMENT (UNIVERSAL FA-40 (03-08).pdf |
| Approved | Trademark and Errors & Omissions Exclusion | FA-41 | 3-08 | Endorsement/Amendment/Conditions | | 0.00 | TRADEMARK & E&O EXCLUSION_FA-41 (03-08).pdf |
| Approved | Trademark Exclusion | FA-42 | 3-08 | Endorsement/Amendment/Conditions | | 0.00 | TRADEMARK EXCLUSION_FA-42 (03-08).pdf |
| Approved | Translation Cost Endorsement | FA-43 | 3-08 | Endorsement/Amendment/Conditions | | 0.00 | TRANSLATION COST ENDORSEMENT_FA-43 (03-08).pdf |
| Approved | Unauthorized Access Coverage Endorsement (Claim Expense | FA-44 | 3-08 | Endorsement/Amendment/Conditions | | 0.00 | UNAUTHORIZED ACCESS COVERAGE |

| | | | |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>PERR-125673680</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>AXIS Insurance Company</i> | <i>State Tracking Number:</i> | <i>#? \$50</i> |
| <i>Company Tracking Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F</i> | | |
| <i>TOI:</i> | <i>17.0 Other Liability - Claims Made/Occurrence</i> | <i>Sub-TOI:</i> | <i>17.0019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>American Association of Advertising Agencies Purchasing Group</i> | | |
| <i>Project Name/Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F</i> | | |

| | | | | | | |
|----------|--|-------|------|--|------|--|
| | Within the Policy Limit) | | | | | ENDORSEM ENT_CEWL _FA-44 (03- 08).pdf |
| Approved | Unauthorized Access Coverage Endorsement (Claim Expense Outside the Policy Limit) | FA-45 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | UNAUTHOR IZED ACCESS COVERAGE ENDORSEM ENT_CEOL_ FA-45 (03- 08).pdf |
| Approved | Mitigation Expense Coverage Deletion Endorsement | FA-46 | 3-08 | Endorseme New nt/Amendm ent/Condi tions | 0.00 | MITIGATION EXPENSE COVERAGE DELETION ENDORSEM ENT_FA-46 (03-08).pdf |

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

It is agreed Part IV., **EXCLUSIONS**, 17. of the policy is deleted in its entirety and replaced by the following:

17. discharge, dispersal or release of any **Pollutant** or any threats thereof; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This exclusion IV.A.17., is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution. For the purposes of this exclusion, **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
- a. smoke, vapor, soot, fumes (excluding those from a hostile fire), acids, alkalis, chemicals, lead, silica, mold or asbestos;
 - b. hazardous, toxic or radioactive matter or nuclear radiation;
 - c. waste, which includes material to be recycled, reconditioned or reclaimed; or
 - d. any other **Pollutant** as defined by applicable federal, state or local statutes, regulations, rulings or ordinances;

It is also agreed Part V., **CONDITIONS**, **H. Subrogation**, of the policy is deleted in its entirety and replaced by the following:

H. Subrogation

In the event of any payment under this policy, the Company will be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights. The Company will have no rights of subrogation against any **Insured** hereunder. In the event of subrogation recoveries, the Company will be entitled to a recovery only after the **Insured** has been fully compensated for **Damages**.

The Company, at its sole discretion, has the right to determine whether it will pursue any recovery under this provision.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

It is also agreed Part V., **CONDITIONS**, L.1. **Cancellation**, of the policy is deleted in its entirety and replaced by the following:

L. Cancellation and Nonrenewal

1. Cancellation

- a. This policy may be canceled by the **First Named Insured** by mailing to the Company or its authorized representative written notice stating when thereafter the cancellation will be effective. This policy may be canceled by the Company by mailing to the **First Named Insured** written notice stating when, not less than sixty (60) days thereafter, such cancellation will be effective. If cancellation is a result of nonpayment of premium or Self-Insured Retention, the Company will give written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective.

If this policy has been effective for more than sixty (60) days, only the following reasons will be considered grounds for cancellation:

- (1) nonpayment of premium;
 - (2) fraud or material misrepresentation made by or with the knowledge of the **Named Insured** in obtaining the policy, continuing the policy or in presenting a **Claim** under the policy;
 - (3) the occurrence of a material change in the risk that substantially increases any hazard insured against after policy issuance;
 - (4) a violation of any local fire, health, safety, building or construction regulation or ordinances with respect to any insured property or the occupancy of the property that substantially increases any hazard insured against under the policy;
 - (5) nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Company require payment as a condition of the issuance and maintenance of the policy; or
 - (6) a material violation of a material provision of the policy.
- b. If this policy is canceled prior to the Expiration Date and the minimum premium does not apply, the premium due the **First Named Insured** will be:
- (1) the pro rata unearned amount of the annual premium subject to a factor of .90, if such cancellation is by the **First Named Insured**; or
 - (2) the pro rata unearned amount of the annual premium, if such cancellation is by the Company;
- but the return of such premium to the **First Named Insured** is not a condition of cancellation.
- c. The notice will be mailed or delivered to the **First Named Insured's** last mailing address known to the Company. If notice is mailed, proof of mailing will be sufficient proof of notice.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

It is also agreed Part V., **CONDITIONS**, of the policy is amended to add the following:

. **Renewal With Altered Terms**

If the Company elects to renew this policy and if the Company has revised its rates or rules, resulting in a premium increase at renewal which is equal to or greater than twenty-five percent (25%), the Company will mail or deliver to the **First Named Insured's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **First Named Insured** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the Company's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

AXIS INSURANCE COMPANY
303 West Madison, Suite 500, Chicago, Illinois 60606
(866) 259-5435

IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS

In the event you need to contact someone about this policy for any reason, please contact your agent first. If you have additional questions, you may contact the insurance company issuing this policy at the following administrative address and telephone number:

AXIS Insurance Company
11680 Great Oaks Way, Suite 500
Alpharetta, Georgia 30022
1-866-229-5435

If you have been unable to contact or obtain satisfaction from the Company or your agent, you may contact the Arkansas Insurance Department at:

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street
Little Rock, Arkansas 72201-1904
Telephone: (501) 371-1600
Legal Division: (501) 371-2820

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, the Company or the Insurance Department, please have your policy number available.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

AXIS INSURANCE COMPANY
303 West Madison, Suite 500, Chicago, Illinois 60606
(866) 259-5435

**ARKANSAS CONSENT AGREEMENT
CLAIM EXPENSE WITHIN THE POLICY LIMIT (CEWL)**

I hereby acknowledge and consent to the fact that the Policy Limit contained in the policy specified below shall be reduced, and may be completely exhausted, by the costs of legal defense ("**Claim Expense**" as defined in the policy) and, to the extent that the Policy Limit is thereby exceeded, the Company shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the Policy Limit of this policy.

I further acknowledge and consent to the fact that legal defense costs ("**Claim Expense**" as defined in the policy) shall be applied against the Self-Insured Retention.

Signature of **Named Insured** or the **Insured's** Representative

Date

Named Insured:

Policy Number:

Policy Effective Date:

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS MID-TERM EXCLUSION CONSENT FORM

I/We hereby understand, acknowledge and accept the terms of Endorsement No. _____, _____. I/We consent to the addition of this endorsement mid-term.

Signature of **Insured** or the **Insured's** Representative

Print/Type Name & Title

Date

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

AMERICAN ASSOCIATION OF ADVERTISING AGENCIES MULTIMEDIA LIABILITY POLICY

(Claim Expense Within the Policy Limit)

IMPORTANT NOTICE

CLAIM EXPENSE IS INCLUDED IN THE POLICY LIMIT AND THE SELF-INSURED RETENTION.

ALL WORDS OR PHRASES, OTHER THAN CAPTIONS, PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY.

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT INSURED.

In consideration of the payment of the premium and in reliance on the statements in the Application and subject to all other terms of this policy, the Company designated in the Declarations agrees with the **Insured** named in the Declarations to the following:

I. COVERAGE AGREEMENTS

A. Media Liability

The Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** in connection with **Advertising** during the Policy Period that gives rise to a **Claim**, regardless of when a **Claim** is made or suit is brought including but not limited to **Claims** for or arising out of:

1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct or prima facie tort;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. any form of infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name;
4. any form of infringement of copyright, violation of **Droit Moral**, passing-off, plagiarism, **Piracy** or misappropriation of ideas under implied contract;
5. breach of a license to use a third party's trademarked or copyrighted **Matter**, but only arising from a use that unintentionally exceeds the scope of the license with respect to the territory, period or media in which the **Matter** may be used and only when alleged in conjunction with a **Claim** covered in 3. or 4. above;
6. failure to attribute authorship or provide credit under any agreement to which an **Insured** is a party;
7. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
8. false arrest, detention or imprisonment, abuse of process or malicious prosecution;
9. conspiracy, but only when alleged in conjunction with a **Claim** covered in 1. – 8. above;
10. negligent supervision of an employee, but only when alleged in conjunction with a **Claim** covered in 1. – 8. above;
11. **Unfair Competition**, dilution, deceptive trade practices, civil actions for consumer fraud, false **Advertising**, and **Claims** under Section 43(a) of the Lanham Act or similar state statutes;

12. **Contextual Error or Omission**; or

13. negligent transmission of a computer virus or malicious code, or any unauthorized posting on, access to or other unauthorized use of a covered website of an **Insured** that results in a **Claim** covered in 1. – 9. or 12. above.

B. Advertising Services Errors and Omissions Liability

The Company will pay on behalf of the **Insured** all **Damages** and **Claims Expense** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** during the Policy Period that gives rise to a **Claim** for or arising out of any negligent act, error, omission, misstatement, misleading statement or misrepresentation in connection with the performance of **Advertising Services**, regardless of when **Claim** is made or suit is brought.

C. Mitigation Expense Cost Coverage

The Company will indemnify the **Named Insured** and its **Subsidiaries** for expenses and costs incurred in excess of the Self-Insured Retention and within the Policy Limit to mitigate or correct a circumstance as a result of an **Occurrence** in connection with **Advertising** or **Advertising Services** during the Policy Period that is reasonably expected to result in a covered **Claim**, regardless of when the **Claim** may be made or suit may be brought, including **Claims** that would be for or arising out of:

1. any of the items listed in 1. - 12. of Part I., **COVERAGE AGREEMENTS, A.** of the policy; or
2. any negligent act, error, omission, misstatement, misleading statement or misrepresentation in **Advertising Services** as specified in Part 1., **COVERAGE AGREEMENTS, B.** of the policy;

provided; however, that the **Named Insured**:

- a. gives the Company prompt notice of the circumstance and obtains the Company's approval before incurring any expenses or costs, or establishes to the Company's satisfaction within thirty (30) days of first learning of the circumstance that the expenses and costs were reasonably incurred, and that such approval by or satisfaction of the Company shall be at its sole discretion;
- b. satisfies the Company, in its sole discretion, that an **Insured** has committed a specific act as described in 1. or 2. above, which is likely, if not mitigated or corrected, to result in **Damages** equal to or in excess of the expenses or costs to be indemnified;
- c. satisfies the Company, in its sole discretion, that the expenses and costs to be incurred are necessary to avoid a **Claim** that is likely to be brought by a third party; and
- d. satisfies the Company, in its sole discretion, that the **Insured** is legally unable to recover such expenses and costs from any client, subcontractor or third party involved in the circumstance.

D. Business Operations and Personal Injury Liability

If Coverage Agreement **D.** is selected in Item 3. of the Declarations, the Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** committed in the usual and ordinary business operations of the **Insured**, including **Public Appearances**, during the Policy Period that gives rise to a **Claim**, regardless of when **Claim** is made or suit is brought, for or arising out of:

1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;

3. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
4. false arrest, detention or imprisonment, abuse of process or malicious prosecution;
5. any form of infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name; or
6. any form of infringement of copyright, violation of **Droit Moral**, passing-off, plagiarism, **Piracy** or misappropriation of ideas under implied contract.

II. DEFINITIONS

- A. **"Advertising"** means publicity, press releases, promotional material or promotion of any kind that are publicly disseminated to promote the **Insured's** products or services or the products and services of others.
- B. **"Advertising Services"** means services rendered or which should have been rendered by the **Insured** in connection with the development, production, placement, use, dissemination and exhibition of **Advertising** of the products and services of others, and other marketing, promotional and communications consulting related services for others.
- C. **"Assumed Under Contract"** means liability assumed by the **Named Insured** or its **Subsidiaries** in the form of hold harmless or indemnity agreements executed with any party, but only as respects:
 1. the types of **Claims** falling within the Coverage Agreements; and
 2. **Matter** furnished by the **Named Insured** or its **Subsidiaries** or furnished by another person or entity with the **Named Insured's** prior written permission or consent.

Examples of **Assumed Under Contract** are hold harmless or indemnity agreements with advertisers, advertising agencies, publishers, broadcasting companies and networks, cable television systems, authors and other entities distributing **Matter**.

- D. **"Bodily Injury"** means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- E. **"Claim"** means any of the following against the **Insured**:
 1. a demand or assertion of a legal right, including demands for monetary or non-monetary relief, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
 2. a suit seeking injunctive relief relating to the types of **Claims** specified in the Coverage Agreements;
 3. any written request to toll or waive a statute of limitations relating to a potential **Claim**;
 4. any arbitration or mediation proceeding; or
 5. a written demand for a retraction or correction.
- F. **"Claim Expense"** means, when authorized and approved by the Company:
 1. reasonable legal fees charged in defense of a **Claim**, including such fees necessitated by investigating, handling or responding to a demand for a retraction, correction or clarification;
 2. all other reasonable fees, costs and expenses which result from the investigation, discovery, adjustment, defense, negotiation, arbitration, mediation, settlement or appeal of a **Claim**;

3. premiums on appeal bonds required as a result of a covered **Claim** and premiums on bonds to release attachments for a bond amount not exceeding the applicable Policy Limit, but the Company has no obligation to apply for or furnish any such bonds.

"**Claim Expense**" does not include salary charges or expenses of regular employees of the **Insured**.

- G. "**Contextual Error or Omission**" means any negligent act, error, omission, misstatement, misleading statement or misrepresentation in **Matter** by or with permission of the **Insured**.
- H. "**Damages**" means any of the following costs the **Insured** is legally obligated to pay because of liability imposed by law or **Assumed Under Contract**: monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied, or exemplary; legal expense of others; and pre- and post-judgment interest.

However, the maximum portion of pre-judgment or post-judgment interest the Company will pay on behalf of the **Insured** will be no greater than the proportion of **Damages** covered by this policy on which interest is assessed bears to the total **Damages** for the **Claim** on which such interest is assessed.

"**Damages**" does not include:

1. the cost of recall, return, reproduction, reprinting or correction of **Matter** by any **Insured** or indemnitee; the cost of compliance with an injunction or other court order; lost profits, lost business, fees due any **Insured**, any payment recoverable by any **Insured** from any client or any other party; and any salaries, wages, benefits, expenses, overtime and overhead incurred in mitigating or correcting a covered circumstance;
2. fines and penalties, including but not limited to, governmental, civil or criminal fines or penalties; or
3. royalties, sums, deposits, commissions, charges or fees assessed by ASCAP, SESAC, RIAA, BMI or other licensing organizations or on their behalf or for others arising from the failure, directly or indirectly, by the **Insured** to obtain or maintain required licenses or payments;

or any **Claim Expense** resulting therefrom.

- I. "**Droit Moral**" means the creator's rights to attribution and the integrity of a work.
- J. "**Each Loss**" means all **Damages** and **Claim Expense** arising out of an **Occurrence**.
- K. "**First Named Insured**" means the **Named Insured** first listed in the Declarations under Item 1., **Named Insured**.
- L. "**Insured**" means, individually and collectively:
1. the **Named Insured**;
 2. any **Subsidiary** in existence on the Inception Date of this policy;
 3. the **Named Insured's** or **Subsidiary's** stockholders for their liability as stockholders;
 4. the **Named Insured's** or **Subsidiary's** partners, officers, directors, and full-time, part-time, seasonal, leased, or temporary employees and volunteers, but only with respect to their activities within the scope of their duties in such capacity for the **Named Insured** or **Subsidiary**;
 5. the **Named Insured's** or **Subsidiary's** former partners, officers, directors and employees, but only with respect to their activities within the scope of their duties as the **Named Insured's** or **Subsidiary's** partner, officer, director or employee;

6. any joint venture, co-venture, joint lease, joint operating agreement or partnership (herein called "joint venture") in which a **Named Insured** or its **Subsidiaries** owns a participating interest or participates in the profits thereof, or for whom a **Named Insured** or its **Subsidiaries** has a contractually accepted responsibility to provide insurance, but only to the extent of the **Named Insured's** or its **Subsidiaries'** liability resulting from such interest, participation or contractual obligation – it is also agreed that this policy is extended to cover all participants in a joint venture where the **Named Insured** or its **Subsidiaries** has contractually agreed to provide insurance for the other participant(s);
7. any agent or independent contractor providing services or **Matter** through or under the direction of the **Named Insured** or its **Subsidiaries** and for which the **Named Insured** or its **Subsidiaries** agrees to provide the insurance afforded by this policy as respects such services or **Matter**;
8. any person or entity added by endorsement to the policy as an additional **Insured**.

In the event of death, incompetency, insolvency or bankruptcy of any **Insured**, the term "**Insured**" includes the **Insured's** legal representative, but only with respect to their activities within the scope of their duties in such capacity.

- M. "Insurer"** means the Company stated in the Declarations and any other affiliated company.
- N. "Matter"** means communicative or informational content regardless of the nature or form of such content, including content disseminated electronically and/or digitally when authorized or controlled by the **Insured** (e.g. via websites, chat rooms, bulletin boards, databases and blogs).
- O. "Named Insured"** means the person(s) or entity(ies) named in Item 1. of the Declarations of the policy.
- P. "Occurrence"** means the actual or alleged:
1. As respects Coverage Agreement I.A., and **C.**:
 - a. publication, broadcast, release, display, printing or other dissemination of **Matter**;
 - b. acts committed in the process of researching, investigating, gathering, acquiring, obtaining, preparing, compiling, collecting, creating or producing **Matter**; or
 - c. the licensing, syndication, serialization, distribution, sale or lease of **Matter**,by or with the permission of the **Insured**.
 2. As respects Coverage Agreement **B.**, acts or conduct committed or which should have been committed in providing **Advertising Services**.
 3. As respects Coverage Agreement I.D.:
 - a. acts committed in the usual and ordinary business operations of the **Insured**; or
 - b. **Public Appearances**.
- Q. "Over-redemption"** means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.
- R. "Piracy"** means the wrongful use, reprinting or reproduction of copyrighted intellectual property.
- S. "Property Damage"** means:
1. physical injury to or destruction of tangible property, including the loss of the use thereof at any time resulting therefrom; or
 2. loss of use of tangible property which has not been physically injured or destroyed.

- T. **"Public Appearances"** means public speaking including speeches, press conferences, media interviews, panel discussions and seminars and appearances on radio, television, cable television or the Internet by **Insureds** while acting within the scope of their duties for the **Named Insured**.
- U. **"Subsidiary"** means any entity more than fifty percent (50%) owned and controlled by a **Named Insured**.
- V. **"Unfair Competition"** means the misuse of an intellectual property right in **Matter**.

III. POLICY LIMITS AND SELF-INSURED RETENTION

A. Policy Limits

Regardless of the number of:

1. **Insureds** under this policy;
2. **Occurrences**;
3. policies issued by the Company;
4. Coverage Agreements;
5. persons or organizations who sustain **Damages**; or
6. **Claims** made or suits brought,

the most the Company will pay is as follows:

a. **Each Loss**

Subject to paragraph B. below, the applicable Policy Limit stated for **Each Loss** in Item 4. of the Declarations is the most the Company will pay for **Each Loss**.

b. **Total Limit of Insurance**

The Total Limit of Insurance stated in Item 4. of the Declarations is the most the Company will pay for the total of all **Claims** covered under this policy.

B. Self-Insured Retention

The Self-Insured Retention stated in Item 5. of the Declarations will be those amounts first incurred and payable by the **Insured** for **Each Loss**. The Self-Insured Retention applies to both **Damages** and **Claim Expense** or any combination thereof.

The applicable Policy Limit will be in excess of the Self-Insured Retention amount stated in Item 5. of the Declarations. The Self-Insured Retention will not reduce the applicable Policy Limit.

C. Application of Policy Limit and Self-Insured Retention to Each Loss

The date that **Each Loss** takes place will be deemed to be the date on which the first of the **Occurrences** contributing to **Each Loss** took place. **Occurrences** that take place on one or more dates during a Policy Period or periods of insurance issued by an **Insurer** and involve the same or related subject, person, class of persons or have common facts or circumstances or involve common transactions, infringements, events or decisions, regardless of the number of repetitions, alterations, actions or forms of communication, will be deemed related **Occurrences**. Only the applicable Policy Limit and Self-Insured Retention in effect when the first of the related **Occurrences** took place will apply.

IV. EXCLUSIONS

- A. The Company will not be obligated to pay **Damages** or **Claim Expense** for **Claims** for or arising out of any actual or alleged:
1. breach of contract, including but not limited to, breach of any express warranty or guarantee; except that this exclusion shall not apply to:
 - a. liability which the **Insured** would have incurred in the absence of such contract, warranty, guarantee or fiduciary relationship;
 - b. liability **Assumed Under Contract**; or
 - c. breach of license, contract or agreement as described in I.A.5. or 6.;
 2. breach of any fiduciary duty or fiduciary relationship, including but not limited to, duties or relationships involving media credits or funds which the **Insured** either collects or holds for another;
 3. infringement of patent, contributing to infringement of patent or inducement to infringe patent;
 4. theft, disclosure or misappropriation of trade secrets or other proprietary information;
 5. price fixing, restraint of trade, monopolization, unfair trade practices or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities; except that this exclusion shall not apply to the coverage provided by I.A.11. of the Coverage Agreements;
 6. acts that a jury or court finds to be dishonest, fraudulent or criminal; except that this exclusion shall not apply to:
 - a. any **Insured** who is a natural person and who did not personally commit, acquiesce or participate in the fraudulent or criminal act; or
 - b. any acts that were approved in advance by the **Insured's** legal counsel based on a good faith belief that the acts would be protected by the First Amendment of the U.S. Constitution or a similar provision of a state constitution;
 7. actions, decisions, orders or proceedings by the Federal Trade Commission, Federal Communications Commission or any other federal, state or local governmental regulatory agency; except that this exclusion shall not apply to any **Claims** by such agencies when they are clients of the **Named Insured** or its **Subsidiaries** and the **Claim** is not related to the agency's official governmental or regulatory functions;
 8. **Bodily Injury** or **Property Damage**, except that this exclusion shall not apply to:
 - a. **Bodily Injury** or **Property Damage** arising out of a **Contextual Error or Omission**; or
 - b. sickness, mental anguish or emotional distress actually or allegedly arising from a **Claim** otherwise covered by the policy;
 9. **Bodily Injury** caused by the use of any product, including but not limited to tobacco, alcohol, pharmaceutical, or firearm products;
 10. violations of the Securities Act of 1933, the Securities Exchange Act of 1934, any state blue sky or securities law or any similar state or federal law, or any amendment to the above laws or any violation of any regulation, ruling or order issued pursuant to the above laws;

11. **Over-redemption** of coupons, awards or prizes from advertisements, promotions, games, sweepstakes, contests and games of chance; or violation of or noncompliance with any law or regulation governing or pertaining to gambling, gaming, lotteries or games of chance and any other wrongful act associated with any such violation or noncompliance;
12. unauthorized access to, unauthorized use of, or unauthorized alteration of any computer or system, hardware, software, program, network, data, database, communication network or service, including the introduction of malicious code or virus by any person; except this exclusion shall not apply to a **Claim** covered in 13. of Coverage Agreement **A.**;
13. any delay, interruption or failure of, or damage to any computer or communication network, hardware, software, program, data, database or service; or any interruption of an **Insured's** business operations; except this exclusion shall not apply to a **Claim** covered in 13. of Coverage Agreement **A.**;
14. infringement of copyright or any other intellectual property right in any software, computer program, computer code or computer system;
15. unsolicited electronic communications by or on behalf of the **Insured**, including unsolicited faxes, e-mails and telephone calls. This exclusion shall include actual or alleged violations of state, local or federal law, including non-U.S. laws, any amendment to such laws or violation of any order, ruling or regulation issued pursuant to such laws that regulate such electronic communications;
16. professional or consulting services that are separate and distinct from the utterance or dissemination of **Matter** and are performed for others for a fee, except that this exclusion shall not apply to the performance of **Advertising Services**;
17. discharge, dispersal or release of any **Pollutant** or any threats thereof; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This exclusion IV.A.17. is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution. For the purposes of this exclusion, **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
 - a. smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
 - b. hazardous, toxic or radioactive matter or nuclear radiation;
 - c. waste, which includes material to be recycled, reconditioned or reclaimed; or
 - d. any other **Pollutant** as defined by applicable federal, state or local statutes, regulations, rulings or ordinances;provided that this exclusion shall not be interpreted to apply to **Advertising of Matter** regarding the subject of pollution;
18. harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual preference, national origin, religion, handicap, disability or marital status;
19. acts of an **Insured** as a director or officer of the **Named Insured** or any other **Insured**;
20. **Occurrence** or other act, error, omission, fact, circumstance, situation, transaction, event or decision that is underlying or alleged in any prior and/or pending litigation, administrative or regulatory proceeding, or **Claim** as of the Inception Date stated in Item 2. of the Declarations.

B. The Company will not be obligated to pay **Damages** or **Claim Expense** for **Claims** made by:

1. any present, former or prospective employee based on, resulting from or arising directly or indirectly out of the employment relationship or the nature, terms or conditions of employment, including, but not limited to discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation or workplace or employment torts;
2. an **Insured** against any other **Insured**.

V. CONDITIONS

A. Time of Inception; Policy Period

This policy will begin at 12:01 a.m. on the Inception Date shown in Item 2. of the Declarations. The policy will continue to apply until 12:01 a.m. on the Expiration Date shown in Item 2. of the Declarations unless terminated at an earlier date.

B. Territory

The territory of the policy is universal. If **Damages** or **Claim Expense** are paid in a currency other than United States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate which is in effect at the time of the payment.

C. Premium

The **First Named Insured** will pay to the Company the annual and minimum premium stated in Item 6. of the Declarations. The premium may be adjusted at any time during the Policy Period or any extensions of the Policy Period based upon additions or deletions of entities or changes in the provisions of the policy as may be agreed upon by the **First Named Insured** and the Company.

In the event the policy is canceled the minimum premium stated in Item 6. of the Declarations shall be fully earned.

D. Change of Operations

This policy applies to the **Insureds** described at the Inception Date of this policy in the Declarations or by endorsement. This policy will also extend to any newly created, acquired or formed media or entities if reported to the Company within ninety (90) days of their creation, acquisition or formation. Any such media or entity will be automatically added to the policy's coverage if its total revenue at the time of creation, acquisition or formation represents ten percent (10%) or less of the **Named Insured's** annual revenues as stated at the inception of the policy on the most recent application of insurance on file with the Company. If the total revenue of any such media or entity is greater than ten percent (10%) of the **Named Insured's** annual revenues, it will be added to the policy's coverage subject to the Company's consent, which will not be unreasonably withheld, and the **First Named Insured's** agreement to pay any additional premium the Company may require. The **First Named Insured** will promptly pay any additional premium that may become due.

E. Defense; Cooperation of Insured; Settlement; Confidentiality of Sources

1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation

- a. The **Named Insured** will provide notice as soon as practicable to the Company of any **Claim** or suit under this policy. With respect to each **Claim** for which coverage is afforded under this policy, the **Named Insured** shall have the option to defend such **Claim** or suit itself or to assign the duty to defend such **Claim** to the Company.

- b. Unless the **Named Insured** notifies the Company of its election to assign the duty to defend a **Claim** or suit pursuant to Condition E.1.c. below, the **Named Insured** shall have the duty to defend such **Claim** or suit. The **Named Insured** may employ counsel from the Company's list of Preferred Media Counsel, or counsel of its own choosing subject to the prior written approval by the Company, which shall not be unreasonably withheld, for defense of any such **Claim** or suit as follows:

- (1) if the **Claim** results in a suit, the **Named Insured** will file proper pleadings in said suit within the time required by law for filing same, keep the Company informed of all developments and send to the Company any documents requested by the Company; and
- (2) if the suit proceeds to trial, the **Named Insured** will continue to conduct the defense thereof.

The Company, at its own election and expense, will have the right to associate with the **Named Insured** in the defense.

- c. The **Named Insured** may elect to assign the duty to defend any **Claim** or suit to the Company by so notifying the Company in writing. Such notice must be received by the Company within a reasonable time after such **Claim** or suit is first made, but in no event later than ten (10) days from the date on which the complaint or other legal process is served on an **Insured**. Upon receiving such notification, the Company shall have the duty to defend such **Claim** or suit pursuant and subject to all terms and conditions of the policy. The Company will employ counsel to represent the **Insured**. The **Insured** may at any time consult with the Company with respect to selection of counsel.
- d. The **Insured** will in all respects cooperate with, and provide information requested by, the Company with respect to any **Claim** for which insurance is afforded under this policy and, at the Company's request, assist in mitigating **Damages**, making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** and the counsel employed to defend the **Insured** will comply with all litigation and billing standards or procedures requested by the Company.
- e. The rights of an **Insured** under this policy will not be prejudiced by the refusal of any **Insured**, or anyone for whose acts any **Insured** is legally liable, to reveal the identity of a confidential source or to divulge confidential information in connection with a **Claim** under the policy.

2. Settlements

The **Named Insured** may settle any **Claim** for which the total cost of **Damages** and **Claim Expense** associated therewith is less than the amount of the remaining Self-Insured Retention. No offer to settle any other **Claim** will be made or accepted without prior written agreement by the Company.

F. Retraction or Correction

The **Insured** will have sole discretion on whether to retract, correct or clarify **Matter** that is the subject of a **Claim** under the policy.

G. Other Insurance

The insurance afforded by this policy is excess over any other valid and collectible insurance available to the **Insured**, except insurance specifically arranged by the **Named Insured** to apply in excess of this insurance.

H. Subrogation

In the event of any payment under this policy, the Company will be subrogated to all the **Insured's** rights of recovery therefor against any person or organization, and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights. The Company will have no rights of subrogation against any **Insured** or against any client of the **Insured** hereunder. Any recoveries will be applied as follows:

1. first, to the Company if the Company incurs expenses to bring suit or otherwise exercise rights of recovery, up to the amount of expenses so incurred;
2. then, to the Company up to the amount of the Company's payment for **Damages** and **Claim Expense**; and
3. then, to the **First Named Insured** as recovery of Self-Insured Retention amounts paid as **Damages** and **Claim Expense**.

The Company, at its sole discretion, has the right to determine whether it will pursue any recovery under this provision.

I. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor will the terms of this policy be waived or changed except by written endorsement issued to form a part of this policy.

J. Assignment

Assignment of any interest or right under this policy will not bind the Company until its written consent is endorsed hereon.

K. Action Against the Company

1. No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy, nor until the amount of the **Insured's** obligation to pay has been fully determined either by judgment against the **Insured** after actual trial or arbitration or by written agreement between the **Insured**, the claimant and the Company.
2. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.
3. No person or organization will have any right under this policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the Company be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the Company of any of its obligations hereunder.

L. Cancellation and Nonrenewal

1. Cancellation

This policy may be canceled by the **First Named Insured** by mailing to the Company or its authorized representative written notice stating when thereafter the cancellation will be effective. This policy may be canceled by the Company by mailing to the **First Named Insured** written notice stating when, not less than sixty (60) days thereafter, such cancellation will be effective. If cancellation is a result of nonpayment of premium or Self-Insured Retention, the Company will give written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective.

If this policy is canceled prior to the Expiration Date and the minimum premium does not apply, the premium due the **First Named Insured** will be:

- a. the pro rata unearned amount of the annual premium subject to a factor of .90, if such cancellation is by the **First Named Insured**; or
- b. the pro rata unearned amount of the annual premium, if such cancellation is by the Company;

but the return of such premium to the **First Named Insured** is not a condition of cancellation.

The notice will be mailed or delivered to the **First Named Insured's** last mailing address known to the Company. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. **Nonrenewal**

The Company may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the **First Named Insured's** last mailing address known to the Company. The Company will mail or deliver the notice at least sixty (60) days before the Expiration Date of the policy.

If notice is mailed, proof of mailing will be sufficient proof of notice. However, the offer of renewal terms, conditions or premium different from those in effect prior to renewal does not constitute nonrenewal.

M. Authorization

The **First Named Insured** is responsible for assurance of payment of all premiums and Self-Insured Retentions. The **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation and nonrenewal, and to receiving any return premium. In the event of a disagreement between any **Insureds**, the **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to selection of counsel, conduct of defense, negotiation of settlements and the decision to appeal or not to appeal any judgment.

N. Representations

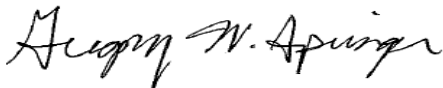
By acceptance of this policy, the **Named Insured** agrees:

1. the statements furnished to the Company in the Application and any Renewal Application for this insurance are accurate and complete;
2. those statements furnished to the Company are representations the **Named Insured** made to the Company on behalf of all **Insureds**;
3. those representations are a material inducement to the Company to issue this policy;
4. the Company has issued this policy in reliance upon those representations;
5. this policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance; and
6. the Application or Renewal Application, including any attachments, and all other information and materials submitted by or on behalf of the **Insureds** to the Company in connection with the Company underwriting this policy, will be kept on file by the Company, deemed attached to this policy as if physically attached to it and shall become incorporated in and constitute a part of this policy.

O. Severability

With regard to the information provided on any insurance Application or Renewal Application, only facts pertaining to and knowledge possessed by any of the **First Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager, in-house counsel or any person, whose signature appears on the Application or Renewal Application, shall be imputed to the **Insured**.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a duly authorized representative of the Company.



President



Secretary

AMERICAN ASSOCIATION OF ADVERTISING AGENCIES MULTIMEDIA LIABILITY POLICY

(Claim Expense in Addition to the Policy Limit)

IMPORTANT NOTICE

CLAIM EXPENSE IS IN ADDITION TO THE POLICY LIMIT.

ALL WORDS OR PHRASES, OTHER THAN CAPTIONS, PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY.

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT INSURED.

In consideration of the payment of the premium and in reliance on the statements in the Application and subject to all other terms of this policy, the Company designated in the Declarations agrees with the **Insured** named in the Declarations to the following:

I. COVERAGE AGREEMENTS

A. Media Liability

The Company will pay on behalf of the **Insured** all **Damages** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** in connection with **Advertising** during the Policy Period that gives rise to a **Claim**, regardless of when a **Claim** is made or suit is brought including but not limited to **Claims** for or arising out of:

1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct or prima facie tort;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. any form of infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name;
4. any form of infringement of copyright, violation of **Droit Moral**, passing-off, plagiarism, **Piracy** or misappropriation of ideas under implied contract;
5. breach of a license to use a third party's trademarked or copyrighted **Matter**, but only arising from a use that unintentionally exceeds the scope of the license with respect to the territory, period or media in which the **Matter** may be used and only when alleged in conjunction with a **Claim** covered in 3. or 4. above;
6. failure to attribute authorship or provide credit under any agreement to which an **Insured** is a party;
7. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
8. false arrest, detention or imprisonment, abuse of process or malicious prosecution;
9. conspiracy, but only when alleged in conjunction with a **Claim** covered in 1. – 8. above;
10. negligent supervision of an employee, but only when alleged in conjunction with a **Claim** covered in 1. – 8. above;
11. **Unfair Competition**, dilution, deceptive trade practices, civil actions for consumer fraud, false **Advertising**, and **Claims** under Section 43(a) of the Lanham Act or similar state statutes;

12. **Contextual Error or Omission**; or

13. negligent transmission of a computer virus or malicious code, or any unauthorized posting on, access to or other unauthorized use of a covered website of an **Insured** that results in a **Claim** covered in 1. – 9. or 12. above.

B. Advertising Services Errors and Omissions Liability

The Company will pay on behalf of the **Insured** all **Damages** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** during the Policy Period that gives rise to a **Claim** for or arising out of any negligent act, error, omission, misstatement, misleading statement or misrepresentation in connection with the performance of **Advertising Services**, regardless of when **Claim** is made or suit is brought.

C. Mitigation Expense Cost Coverage

The Company will indemnify the **Named Insured** and its **Subsidiaries** for expenses and costs incurred in excess of the Self-Insured Retention and within the Policy Limit to mitigate or correct a circumstance as a result of an **Occurrence** in connection with **Advertising** or **Advertising Services** during the Policy Period that is reasonably expected to result in a covered **Claim**, regardless of when the **Claim** may be made or suit may be brought, including **Claims** that would be for or arising out of:

1. any of the items listed in 1. - 12. of Part I., **COVERAGE AGREEMENTS, A.** of the policy; or
2. any negligent act, error, omission, misstatement, misleading statement or misrepresentation in **Advertising Services** as specified in Part 1., **COVERAGE AGREEMENTS, B.** of the policy;

provided; however, that the **Named Insured**:

- a. gives the Company prompt notice of the circumstance and obtains the Company's approval before incurring any expenses or costs, or establishes to the Company's satisfaction within thirty (30) days of first learning of the circumstance that the expenses and costs were reasonably incurred, and that such approval by or satisfaction of the Company shall be at its sole discretion;
- b. satisfies the Company, in its sole discretion, that an **Insured** has committed a specific act as described in 1. or 2. above, which is likely, if not mitigated or corrected, to result in **Damages** equal to or in excess of the expenses or costs to be indemnified;
- c. satisfies the Company, in its sole discretion, that the expenses and costs to be incurred are necessary to avoid a **Claim** that is likely to be brought by a third party; and
- d. satisfies the Company, in its sole discretion, that the **Insured** is legally unable to recover such expenses and costs from any client, subcontractor or third party involved in the circumstance.

D. Business Operations and Personal Injury Liability

If Coverage Agreement **D.** is selected in Item 3. of the Declarations, the Company will pay on behalf of the **Insured** all **Damages** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** committed in the usual and ordinary business operations of the **Insured**, including **Public Appearances**, during the Policy Period that gives rise to a **Claim**, regardless of when **Claim** is made or suit is brought, for or arising out of:

1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;

3. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
4. false arrest, detention or imprisonment, abuse of process or malicious prosecution;
5. any form of infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name; or
6. any form of infringement of copyright, violation of **Droit Moral**, passing-off, plagiarism, **Piracy** or misappropriation of ideas under implied contract.

E. Payment of Claim Expense in Addition to Policy Limits

The Company will pay in addition to the Policy Limits all **Claim Expense** incurred in the defense and settlement of a covered **Claim** that is in excess of the Self-Insured Retention, provided; however, that the Company shall not be obligated to pay **Claim Expense** after the Policy Limit has been exhausted by payment of **Damages**. Payment of **Claim Expense** shall be subject to all terms and conditions of the policy including those found in V.E.1. of the **CONDITIONS**, which pertain to the **Insured's** duties in the event of a **Claim**, conduct of defense and cooperation. For the purposes of this policy, the expenses and costs referenced in Coverage Agreement I.C. above are not considered **Claim Expense** and the Company will not pay those expenses and costs in addition to the Policy Limits.

II. DEFINITIONS

- A. "**Advertising**" means publicity, press releases, promotional material or promotion of any kind that are publicly disseminated to promote the **Insured's** products or services or the products and services of others.
- B. "**Advertising Services**" means services rendered or which should have been rendered by the **Insured** in connection with the development, production, placement, use, dissemination and exhibition of **Advertising** of the products and services of others, and other marketing, promotional and communications consulting related services for others.
- C. "**Assumed Under Contract**" means liability assumed by the **Named Insured** or its **Subsidiaries** in the form of hold harmless or indemnity agreements executed with any party, but only as respects:
 1. the types of **Claims** falling within the Coverage Agreements; and
 2. **Matter** furnished by the **Named Insured** or its **Subsidiaries** or furnished by another person or entity with the **Named Insured's** prior written permission or consent.

Examples of **Assumed Under Contract** are hold harmless or indemnity agreements with advertisers, advertising agencies, publishers, broadcasting companies and networks, cable television systems, authors and other entities distributing **Matter**.

- D. "**Bodily Injury**" means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- E. "**Claim**" means any of the following against the **Insured**:
 1. a demand or assertion of a legal right, including demands for monetary or non-monetary relief, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
 2. a suit seeking injunctive relief relating to the types of **Claims** specified in the Coverage Agreements;
 3. any written request to toll or waive a statute of limitations relating to a potential **Claim**;
 4. any arbitration or mediation proceeding; or
 5. a written demand for a retraction or correction.

F. "**Claim Expense**" means, when authorized and approved by the Company:

1. reasonable legal fees charged in defense of a **Claim**, including such fees necessitated by investigating, handling or responding to a demand for a retraction, correction or clarification;
2. all other reasonable fees, costs and expenses which result from the investigation, discovery, adjustment, defense, negotiation, arbitration, mediation, settlement or appeal of a **Claim**;
3. premiums on appeal bonds required as a result of a covered **Claim** and premiums on bonds to release attachments for a bond amount not exceeding the applicable Policy Limit, but the Company has no obligation to apply for or furnish any such bonds.

"**Claim Expense**" does not include salary charges or expenses of regular employees of the **Insured**.

G. "**Contextual Error or Omission**" means any negligent act, error, omission, misstatement, misleading statement or misrepresentation in **Matter** by or with permission of the **Insured**.

H. "**Damages**" means any of the following costs the **Insured** is legally obligated to pay because of liability imposed by law or **Assumed Under Contract**: monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied, or exemplary; legal expense of others; and pre- and post-judgment interest.

However, the maximum portion of pre-judgment or post-judgment interest the Company will pay on behalf of the **Insured** will be no greater than the proportion of **Damages** covered by this policy on which interest is assessed bears to the total **Damages** for the **Claim** on which such interest is assessed.

"**Damages**" does not include:

1. the cost of recall, return, reproduction, reprinting or correction of **Matter** by any **Insured** or indemnitee; the cost of compliance with an injunction or other court order; lost profits, lost business, fees due any **Insured**, any payment recoverable by any **Insured** from any client or any other party; and any salaries, wages, benefits, expenses, overtime and overhead incurred in mitigating or correcting a covered circumstance;
2. fines and penalties, including but not limited to, governmental, civil or criminal fines or penalties; or
3. royalties, sums, deposits, commissions, charges or fees assessed by ASCAP, SESAC, RIAA, BMI or other licensing organizations or on their behalf or for others arising from the failure, directly or indirectly, by the **Insured** to obtain or maintain required licenses or payments;

or any **Claim Expense** resulting therefrom.

I. "**Droit Moral**" means the creator's rights to attribution and the integrity of a work.

J. "**Each Loss**" means all **Damages** and **Claim Expense** arising out of an **Occurrence**.

K. "**First Named Insured**" means the **Named Insured** first listed in the Declarations under Item 1., **Named Insured**.

L. "**Insured**" means, individually and collectively:

1. the **Named Insured**;
2. any **Subsidiary** in existence on the Inception Date of this policy;
3. the **Named Insured's** or **Subsidiary's** stockholders for their liability as stockholders;
4. the **Named Insured's** or **Subsidiary's** partners, officers, directors, and full-time, part-time, seasonal, leased, or temporary employees and volunteers, but only with respect to their activities within the scope of their duties in such capacity for the **Named Insured** or **Subsidiary**;

5. the **Named Insured's** or **Subsidiary's** former partners, officers, directors and employees, but only with respect to their activities within the scope of their duties as the **Named Insured's** or **Subsidiary's** partner, officer, director or employee;
6. any joint venture, co-venture, joint lease, joint operating agreement or partnership (herein called "joint venture") in which a **Named Insured** or its **Subsidiaries** owns a participating interest or participates in the profits thereof, or for whom a **Named Insured** or its **Subsidiaries** has a contractually accepted responsibility to provide insurance, but only to the extent of the **Named Insured's** or its **Subsidiaries'** liability resulting from such interest, participation or contractual obligation – it is also agreed that this policy is extended to cover all participants in a joint venture where the **Named Insured** or its **Subsidiaries** has contractually agreed to provide insurance for the other participant(s);
7. any agent or independent contractor providing services or **Matter** through or under the direction of the **Named Insured** or its **Subsidiaries** and for which the **Named Insured** or its **Subsidiaries** agrees to provide the insurance afforded by this policy as respects such services or **Matter**;
8. any person or entity added by endorsement to the policy as an additional **Insured**.

In the event of death, incompetency, insolvency or bankruptcy of any **Insured**, the term "**Insured**" includes the **Insured's** legal representative, but only with respect to their activities within the scope of their duties in such capacity.

- M. "Insurer"** means the Company stated in the Declarations and any other affiliated company.
- N. "Matter"** means communicative or informational content regardless of the nature or form of such content, including content disseminated electronically and/or digitally when authorized or controlled by the **Insured** (e.g. via websites, chat rooms, bulletin boards, databases and blogs).
- O. "Named Insured"** means the person(s) or entity(ies) named in Item 1. of the Declarations of the policy.
- P. "Occurrence"** means the actual or alleged:
1. As respects Coverage Agreement I.A., and C.:
 - a. publication, broadcast, release, display, printing or other dissemination of **Matter**;
 - b. acts committed in the process of researching, investigating, gathering, acquiring, obtaining, preparing, compiling, collecting, creating or producing **Matter**; or
 - c. the licensing, syndication, serialization, distribution, sale or lease of **Matter**,
 by or with the permission of the **Insured**.
 2. As respects Coverage Agreement B., acts or conduct committed or which should have been committed in providing **Advertising Services**.
 3. As respects Coverage Agreement I.D.:
 - a. acts committed in the usual and ordinary business operations of the **Insured**; or
 - b. **Public Appearances**.
- Q. "Over-redemption"** means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.
- R. "Piracy"** means the wrongful use, reprinting or reproduction of copyrighted intellectual property.

S. "Property Damage" means:

1. physical injury to or destruction of tangible property, including the loss of the use thereof at any time resulting therefrom; or
2. loss of use of tangible property which has not been physically injured or destroyed.

T. "Public Appearances" means public speaking including speeches, press conferences, media interviews, panel discussions and seminars and appearances on radio, television, cable television or the Internet by **Insureds while acting within the scope of their duties for the **Named Insured**.**

U. "Subsidiary" means any entity more than fifty percent (50%) owned and controlled by a **Named Insured.**

V. "Unfair Competition" means the misuse of an intellectual property right in **Matter.**

III. POLICY LIMITS AND SELF-INSURED RETENTION

A. Policy Limits

Regardless of the number of:

1. **Insureds** under this policy;
2. **Occurrences**;
3. policies issued by the Company;
4. Coverage Agreements;
5. persons or organizations who sustain **Damages**; or
6. **Claims** made or suits brought,

The Total Limit of Insurance stated in Item 4. of the Declarations is the most the Company will pay in **Damages** for the total of all **Claims** covered under this policy.

B. Self-Insured Retention

The Self-Insured Retention stated in Item 5. of the Declarations will be those amounts first incurred and payable by the **Insured** for **Each Loss**. The Self-Insured Retention applies to both **Damages** and **Claim Expense** or any combination thereof.

The applicable Policy Limit will be in excess of the Self-Insured Retention amount stated in Item 5. of the Declarations. The Self-Insured Retention will not reduce the applicable Policy Limit.

C. Application of Policy Limit and Self-Insured Retention to Each Loss

The date that **Each Loss** takes place will be deemed to be the date on which the first of the **Occurrences** contributing to **Each Loss** took place. **Occurrences** that take place on one or more dates during a Policy Period or periods of insurance issued by an **Insurer** and involve the same or related subject, person, class of persons or have common facts or circumstances or involve common transactions, infringements, events or decisions, regardless of the number of repetitions, alterations, actions or forms of communication, will be deemed related **Occurrences**. Only the applicable Policy Limit and Self-Insured Retention in effect when the first of the related **Occurrences** took place will apply.

IV. EXCLUSIONS

- A. The Company will not be obligated to pay **Damages** or **Claim Expense** for **Claims** for or arising out of any actual or alleged:
1. breach of contract, including but not limited to, breach of any express warranty or guarantee; except that this exclusion shall not apply to:
 - a. liability which the **Insured** would have incurred in the absence of such contract, warranty, guarantee or fiduciary relationship;
 - b. liability **Assumed Under Contract**; or
 - c. breach of license, contract or agreement as described in I.A.5. or 6.;
 2. breach of any fiduciary duty or fiduciary relationship, including but not limited to, duties or relationships involving media credits or funds which the **Insured** either collects or holds for another;
 3. infringement of patent, contributing to infringement of patent or inducement to infringe patent;
 4. theft, disclosure or misappropriation of trade secrets or other proprietary information;
 5. price fixing, restraint of trade, monopolization, unfair trade practices or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities; except that this exclusion shall not apply to the coverage provided by I.A.11. of the Coverage Agreements;
 6. acts that a jury or court finds to be dishonest, fraudulent or criminal; except that this exclusion shall not apply to:
 - a. any **Insured** who is a natural person and who did not personally commit, acquiesce or participate in the fraudulent or criminal act; or
 - b. any acts that were approved in advance by the **Insured's** legal counsel based on a good faith belief that the acts would be protected by the First Amendment of the U.S. Constitution or a similar provision of a state constitution;
 7. actions, decisions, orders or proceedings by the Federal Trade Commission, Federal Communications Commission or any other federal, state or local governmental regulatory agency; except that this exclusion shall not apply to any **Claims** by such agencies when they are clients of the **Named Insured** or its **Subsidiaries** and the **Claim** is not related to the agency's official governmental or regulatory functions;
 8. **Bodily Injury** or **Property Damage**, except that this exclusion shall not apply to:
 - a. **Bodily Injury** or **Property Damage** arising out of a **Contextual Error or Omission**; or
 - b. sickness, mental anguish or emotional distress actually or allegedly arising from a **Claim** otherwise covered by the policy;
 9. **Bodily Injury** caused by the use of any product, including but not limited to tobacco, alcohol, pharmaceutical, or firearm products;
 10. violations of the Securities Act of 1933, the Securities Exchange Act of 1934, any state blue sky or securities law or any similar state or federal law, or any amendment to the above laws or any violation of any regulation, ruling or order issued pursuant to the above laws;

11. **Over-redemption** of coupons, awards or prizes from advertisements, promotions, games, sweepstakes, contests and games of chance; or violation of or noncompliance with any law or regulation governing or pertaining to gambling, gaming, lotteries or games of chance and any other wrongful act associated with any such violation or noncompliance;
12. unauthorized access to, unauthorized use of, or unauthorized alteration of any computer or system, hardware, software, program, network, data, database, communication network or service, including the introduction of malicious code or virus by any person; except this exclusion shall not apply to a **Claim** covered in 13. of Coverage Agreement **A.**;
13. any delay, interruption or failure of, or damage to any computer or communication network, hardware, software, program, data, database or service; or any interruption of an **Insured's** business operations; except this exclusion shall not apply to a **Claim** covered in 13. of Coverage Agreement **A.**;
14. infringement of copyright or any other intellectual property right in any software, computer program, computer code or computer system;
15. unsolicited electronic communications by or on behalf of the **Insured**, including unsolicited faxes, e-mails and telephone calls. This exclusion shall include actual or alleged violations of state, local or federal law, including non-U.S. laws, any amendment to such laws or violation of any order, ruling or regulation issued pursuant to such laws that regulate such electronic communications;
16. professional or consulting services that are separate and distinct from the utterance or dissemination of **Matter** and are performed for others for a fee, except that this exclusion shall not apply to the performance of **Advertising Services**;
17. discharge, dispersal or release of any **Pollutant** or any threats thereof; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This exclusion IV.A.17. is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution. For the purposes of this exclusion, **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
 - a. smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
 - b. hazardous, toxic or radioactive matter or nuclear radiation;
 - c. waste, which includes material to be recycled, reconditioned or reclaimed; or
 - d. any other **Pollutant** as defined by applicable federal, state or local statutes, regulations, rulings or ordinances;provided that this exclusion shall not be interpreted to apply to **Advertising of Matter** regarding the subject of pollution;
18. harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual preference, national origin, religion, handicap, disability or marital status;
19. acts of an **Insured** as a director or officer of the **Named Insured** or any other **Insured**;
20. **Occurrence** or other act, error, omission, fact, circumstance, situation, transaction, event or decision that is underlying or alleged in any prior and/or pending litigation, administrative or regulatory proceeding, or **Claim** as of the Inception Date stated in Item 2. of the Declarations.

B. The Company will not be obligated to pay **Damages** or **Claim Expense** for **Claims** made by:

1. any present, former or prospective employee based on, resulting from or arising directly or indirectly out of the employment relationship or the nature, terms or conditions of employment, including, but not limited to discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation or workplace or employment torts;
2. an **Insured** against any other **Insured**.

V. CONDITIONS

A. Time of Inception; Policy Period

This policy will begin at 12:01 a.m. on the Inception Date shown in Item 2. of the Declarations. The policy will continue to apply until 12:01 a.m. on the Expiration Date shown in Item 2. of the Declarations unless terminated at an earlier date.

B. Territory

The territory of the policy is universal. If **Damages** or **Claim Expense** are paid in a currency other than United States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate which is in effect at the time of the payment.

C. Premium

The **First Named Insured** will pay to the Company the annual and minimum premium stated in Item 6. of the Declarations. The premium may be adjusted at any time during the Policy Period or any extensions of the Policy Period based upon additions or deletions of entities or changes in the provisions of the policy as may be agreed upon by the **First Named Insured** and the Company.

In the event the policy is canceled the minimum premium stated in Item 6. of the Declarations shall be fully earned.

D. Change of Operations

This policy applies to the **Insureds** described at the Inception Date of this policy in the Declarations or by endorsement. This policy will also extend to any newly created, acquired or formed media or entities if reported to the Company within ninety (90) days of their creation, acquisition or formation. Any such media or entity will be automatically added to the policy's coverage if its total revenue at the time of creation, acquisition or formation represents ten percent (10%) or less of the **Named Insured's** annual revenues as stated at the inception of the policy on the most recent application of insurance on file with the Company. If the total revenue of any such media or entity is greater than ten percent (10%) of the **Named Insured's** annual revenues, it will be added to the policy's coverage subject to the Company's consent, which will not be unreasonably withheld, and the **First Named Insured's** agreement to pay any additional premium the Company may require. The **First Named Insured** will promptly pay any additional premium that may become due.

E. Defense; Cooperation of Insured; Settlement; Confidentiality of Sources

1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation

- a. The **Named Insured** shall give prompt notice to the Company of any **Claim** or suit under this policy.
- b. The Company shall have the right and duty to defend any **Claim** or suit for which coverage is afforded under this policy. The Company will employ counsel to represent the **Insured**. The **Insured** may at any time consult with the Company with respect to selection of counsel.

- c. The **Insured** will in all respects cooperate with, and provide information requested by, the Company with respect to any **Claim** for which insurance is afforded under this policy and, at the Company's request, assist in mitigating **Damages**, making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** and the counsel employed to defend the **Insured** will comply with all litigation and billing standards or procedures requested by the Company.
- d. The rights of an **Insured** under this policy will not be prejudiced by the refusal of any **Insured**, or anyone for whose acts any **Insured** is legally liable, to reveal the identity of a confidential source or to divulge confidential information in connection with a **Claim** under the policy.

2. Settlements

The Company may investigate and solicit settlement offers for any **Claim** or suit under the policy. The **Named Insured** may settle any **Claim** for which the total cost of **Damages** and **Claim Expense** associated therewith is less than the amount of the remaining Self-Insured Retention. No offer to settle a **Claim** for an amount in excess of the remaining Self-Insured Retention shall be made or accepted unless the **Named Insured** and the Company agree thereto by written agreement.

F. Retraction or Correction

The **Insured** will have sole discretion on whether to retract, correct or clarify **Matter** that is the subject of a **Claim** under the policy.

G. Other Insurance

The insurance afforded by this policy is excess over any other valid and collectible insurance available to the **Insured**, except insurance specifically arranged by the **Named Insured** to apply in excess of this insurance.

H. Subrogation

In the event of any payment under this policy, the Company will be subrogated to all the **Insured's** rights of recovery therefor against any person or organization, and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights. The Company will have no rights of subrogation against any **Insured** or against any client of the **Insured** hereunder. Any recoveries will be applied as follows:

1. first, to the Company if the Company incurs expenses to bring suit or otherwise exercise rights of recovery, up to the amount of expenses so incurred;
2. then, to the Company up to the amount of the Company's payment for **Damages** and **Claim Expense**; and
3. then, to the **First Named Insured** as recovery of Self-Insured Retention amounts paid as **Damages** and **Claim Expense**.

The Company, at its sole discretion, has the right to determine whether it will pursue any recovery under this provision.

I. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor will the terms of this policy be waived or changed except by written endorsement issued to form a part of this policy.

J. Assignment

Assignment of any interest or right under this policy will not bind the Company until its written consent is endorsed hereon.

K. Action Against the Company

1. No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy, nor until the amount of the **Insured's** obligation to pay has been fully determined either by judgment against the **Insured** after actual trial or arbitration or by written agreement between the **Insured**, the claimant and the Company.
2. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.
3. No person or organization will have any right under this policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the Company be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the Company of any of its obligations hereunder.

L. Cancellation and Nonrenewal

1. Cancellation

This policy may be canceled by the **First Named Insured** by mailing to the Company or its authorized representative written notice stating when thereafter the cancellation will be effective. This policy may be canceled by the Company by mailing to the **First Named Insured** written notice stating when, not less than sixty (60) days thereafter, such cancellation will be effective. If cancellation is a result of nonpayment of premium or Self-Insured Retention, the Company will give written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective.

If this policy is canceled prior to the Expiration Date and the minimum premium does not apply, the premium due the **First Named Insured** will be:

- a. the pro rata unearned amount of the annual premium subject to a factor of .90, if such cancellation is by the **First Named Insured**; or
- b. the pro rata unearned amount of the annual premium, if such cancellation is by the Company;

but the return of such premium to the **First Named Insured** is not a condition of cancellation.

The notice will be mailed or delivered to the **First Named Insured's** last mailing address known to the Company. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Nonrenewal

The Company may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the **First Named Insured's** last mailing address known to the Company. The Company will mail or deliver the notice at least sixty (60) days before the Expiration Date of the policy.

If notice is mailed, proof of mailing will be sufficient proof of notice. However, the offer of renewal terms, conditions or premium different from those in effect prior to renewal does not constitute nonrenewal.

M. Authorization

The **First Named Insured** is responsible for assurance of payment of all premiums and Self-Insured Retentions. The **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation and nonrenewal, and to receiving any return premium. In the event of a disagreement between any **Insureds**, the **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to selection of counsel, conduct of defense, negotiation of settlements and the decision to appeal or not to appeal any judgment.

N. Representations

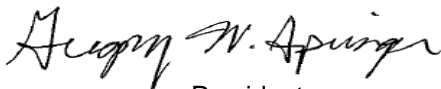
By acceptance of this policy, the **Named Insured** agrees:

1. the statements furnished to the Company in the Application and any Renewal Application for this insurance are accurate and complete;
2. those statements furnished to the Company are representations the **Named Insured** made to the Company on behalf of all **Insureds**;
3. those representations are a material inducement to the Company to issue this policy;
4. the Company has issued this policy in reliance upon those representations;
5. this policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance; and
6. the Application or Renewal Application, including any attachments, and all other information and materials submitted by or on behalf of the **Insureds** to the Company in connection with the Company underwriting this policy, will be kept on file by the Company, deemed attached to this policy as if physically attached to it and shall become incorporated in and constitute a part of this policy.

O. Severability

With regard to the information provided on any insurance Application or Renewal Application, only facts pertaining to and knowledge possessed by any of the **First Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager, in-house counsel or any person, whose signature appears on the Application or Renewal Application, shall be imputed to the **Insured**.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a duly authorized representative of the Company.


President


Secretary



AXIS INSURANCE COMPANY
303 West Madison, Suite 500
Chicago, Illinois 60606

Policy No.:
Renewal of:

AMERICAN ASSOCIATION OF ADVERTISING AGENCIES (AAAA) MULTIMEDIA LIABILITY POLICY DECLARATIONS

CLAIM EXPENSE IS COVERED IN ADDITION TO THE POLICY LIMIT. THE SELF-INSURED RETENTION APPLIES TO BOTH **DAMAGES** AND **CLAIM EXPENSE** FOR **EACH LOSS**. PLEASE READ YOUR POLICY CAREFULLY.

1. **Named Insured** and Address:
2. Policy Period: From _____ To _____
12:01 A.M. standard time at the address of the **Named Insured** as shown above.
3. Optional Coverage Agreement D. selected and subject to limits shown in Item 4. below: Yes ☐ No ☐
4. Policy Limits: \$ **Each Loss**
 \$ Total Limit of Insurance
5. Self-Insured Retention: \$ **Each Loss**, except;
 \$ **Each Loss**, Coverage Agreement **A.3**.
 \$ **Each Loss**, Coverage Agreement **A.12**.
6. Annual Premium: \$ Minimum Premium: %
State Surcharge/Tax: \$
7. Coverage Form:
Endorsements and other forms attached to this policy:

All notices and inquiries should be addressed to:
Media/Professional Insurance
2300 Main Street, Suite 800
Kansas City, Missouri 64108

Authorized Representative



AXIS INSURANCE COMPANY
303 West Madison, Suite 500
Chicago, Illinois 60606

Policy No.:
Renewal of:

AMERICAN ASSOCIATION OF ADVERTISING AGENCIES (AAAA) MULTIMEDIA LIABILITY POLICY DECLARATIONS

CLAIM EXPENSE IS INCLUDED IN THE POLICY LIMIT AND SELF-INSURED RETENTION. THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES** SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS **CLAIM EXPENSE**. PLEASE READ YOUR POLICY CAREFULLY.

1. **Named Insured** and Address:
2. Policy Period: From _____ To _____
12:01 A.M. standard time at the address of the **Named Insured** as shown above.
3. Optional Coverage Agreement D. selected and subject to limits shown in Item 4. below: Yes ☐ No ☐
4. Policy Limits: \$ **Each Loss**
 \$ Total Limit of Insurance
5. Self-Insured Retention: \$ **Each Loss**, except;
 \$ **Each Loss**, Coverage Agreement **A.3**.
 \$ **Each Loss**, Coverage Agreement **A.12**.
6. Annual Premium: \$ Minimum Premium: %
State Surcharge/Tax: \$
7. Coverage Form:
Endorsements and other forms attached to this policy:

All notices and inquiries should be addressed to:
Media/Professional Insurance
2300 Main Street, Suite 800
Kansas City, Missouri 64108

Authorized Representative



AMERICAN ASSOCIATION OF ADVERTISING AGENCIES, INC. PURCHASING GROUP

Application for Insurance

Submission of a completed application incurs no obligation to purchase or bind insurance.

Note: All questions must be answered. All requested attachments must accompany application.

I. GENERAL INFORMATION -

1. First Named Insured (including DBAs):

NOTE: First Named Insured is responsible for premium payment, cancellation and changes – refer to specimen policy.

Street Address:

City, State, Zip Code:

Telephone Number:

Website Address(es):

2. Are there other Named Insureds and/or subsidiaries, affiliates, branch offices or other related entity(ies) (including DBAs) for which coverage is desired? ☐ Yes ☐ No

If yes, please provide a list of entities for which coverage is desired.

All remaining questions on this application apply to all of the persons and entities described in Questions 1. and 2. above, collectively referred to as "Applicant".

3. A. Year applicant was established: _____

B. Location (city & state) of all applicant's offices:

C. Geographic area(s) in which applicant's advertising appears and advertising services are performed:

☐ Local ☐ Statewide ☐ Regional ☐ National ☐ International

4. A. Is applicant wholly or partially owned by, affiliated with or controlled by any other entity(ies) not previously listed in Question 1. or 2.? ☐ Yes ☐ No

B. Does applicant wholly or partially own, operate, manage or control any other businesses or entity(ies) not previously listed in Question 1. or 2.? ☐ Yes ☐ No

If 4.A. or 4.B. are answered yes, provide complete details:

5. Within the past five years has applicant:

A. Changed name?

☐ Yes ☐ No

B. Changed ownership structure?

☐ Yes ☐ No

C. Purchased or acquired another entity?

☐ Yes ☐ No

D. Merged or consolidated operations with another entity?

☐ Yes ☐ No

If any of 5.A. – 5.D. are answered yes, please attach a summary of relevant transactions.

6. Is applicant a current member of the American Association of Advertising Agencies? ☐ Yes ☐ No

If yes, date of membership: _____

7. List membership in any other industry groups or associations:

8. A. List major clients and description of their business:

B. Do any of applicant's clients produce or manufacture:

Tobacco? ☐ Yes ☐ No

Firearms? ☐ Yes ☐ No

Alcoholic beverages? ☐ Yes ☐ No

Pharmaceuticals? ☐ Yes ☐ No

9. A. Is applicant a "full service" advertising agency? ☐ Yes ☐ No

If no, state area of specialization:

B. Does applicant obtain written releases with respect to creative material or talent from the following:

Employees?

☐ Yes ☐ No

Models?

☐ Yes ☐ No

Free-lance photographers, writers, composers, artists, musicians?

☐ Yes ☐ No

Non-professional persons appearing in commercials or advertisements?

☐ Yes ☐ No

- C. Does applicant develop trademarks? ☐ Yes ☐ No
 If yes, describe trademark search and clearance procedures:
 Number of trademarks developed per year: _____
- D. Does applicant's contract always provide for client approval? ☐ Yes ☐ No
 Attach a specimen copy of client contracts.

II. ACTIVITIES -

10. Provide the approximate percentage of work performed in the following activities:

- _____% Billboards
 _____% Crisis Management
 _____% Direct Mail
 _____% Events
 _____% Internet Advertising
 _____% Lobbying
 Please describe:
 _____% Mail Order/Production of Catalogs
 _____% Market Research
 _____% Media Buying/Media Placement
 _____% Medical/Pharmaceutical Advertising
 _____% Mobile/Wireless Advertising
 _____% Package Design/Display Design/Product Design
 _____% Political Advertising
 _____% Printing (or assumption of liability for printing by others on your behalf)
 _____% Promotions, contests, games, sweepstakes
 Please describe:
 _____% Public Relations
 _____% Print Material
 _____% Radio or Television Commercial Production
 _____% Search Engine Marketing/Optimization
 _____% Web Hosting
 _____% Website design/development (content only; "look and feel")
 _____% Website design/development (infrastructure, including programming)
 Please describe:
 _____% Other Advertising Activities
 Please describe:
 _____% Other Consulting Activities related to Advertising, Marketing and Communications
 Please describe:

III. CYBERLIABILITY – WEBSITE AND OTHER INTERNET ACTIVITIES THAT YOU PERFORM FOR OTHERS:

11. Percentage of activity derived from cyber activities:

| WEBSITE/CYBER ACTIVITY | | BILLINGS Current Fiscal Year | BILLINGS Estimated Next Fiscal Year |
|---|--------|---------------------------------|--|
| Website Development (content only, no services) | _____% | \$ _____ | \$ _____ |
| Website Development (content & services) | _____% | \$ _____ | \$ _____ |
| Describe services: | | | |
| Web Hosting | _____% | \$ _____ | \$ _____ |
| E-commerce | _____% | \$ _____ | \$ _____ |
| Auction Sites | _____% | \$ _____ | \$ _____ |
| Search Engine | _____% | \$ _____ | \$ _____ |
| Other (describe below) | _____% | \$ _____ | \$ _____ |
| TOTAL CYBER BILLINGS*: | | \$ _____ | \$ _____ |
| TOTAL CYBER GROSS INCOME**: | | \$ _____ | \$ _____ |

*BILLINGS: Billings includes amounts invoiced to clients and includes the total of amounts paid to outside vendors, or pass through costs. (Billings = Gross Income + Pass Through Costs)

**GROSS INCOME (i.e. - revenue): Gross income includes the portion of client billings related to media commissions, production markups, fees, and hourly staff and incentive/performance compensation billings, and excludes pass through costs. (Gross Income = Billings - Pass Through Costs)

WEBSITE CONTENT, FEATURES AND INTERACTIVE COMPONENTS

12. Do websites contain any of the following:

- Adult-oriented content ☐ Yes ☐ No
 Streaming music or video ☐ Yes ☐ No

13. Advise percentage of the following:
- | | |
|--|---------|
| Original content created by applicant: | _____ % |
| Original content created by third parties for applicant: | _____ % |
| Content furnished by third parties to applicant via a licensing agreement or similar contractual agreement: | _____ % |
| Previously published, released or archived content that is republished by the applicant and/or retrievable through the website(s): | _____ % |

14. Do website(s) provide links to other websites? ☐ Yes ☐ No
If yes, does applicant obtain permission to link to those sites? ☐ Yes ☐ No

15. Do websites "deep link" to other websites? ☐ Yes ☐ No

16. Do websites "frame" other websites? ☐ Yes ☐ No

17. Do you provide any professional services to customers via any of your websites? ☐ Yes ☐ No
If yes, identify the services provided and the safeguards utilized to prevent errors or omissions.

PRIVACY- INFORMATION GATHERING AND SHARING

18. Do you collect personally identifiable material? ☐ Yes ☐ No
If yes, do you sell or otherwise distribute this material to third parties? ☐ Yes ☐ No

19. Do websites contain a privacy policy? ☐ Yes ☐ No
If no, please elaborate:

20. Does your privacy policy contain information, which enables visitors to understand the website's practices concerning (check all that apply):
- | | |
|---|--------------------------|
| collection of user-specific information from site visitors | <input type="checkbox"/> |
| if user-specific information is shared, sold or given to third parties | <input type="checkbox"/> |
| obtaining permission from users regarding the collection and sharing of user-specific information | <input type="checkbox"/> |
| details on the type of information collected | <input type="checkbox"/> |
| details on how the information will be used | <input type="checkbox"/> |
| opt-in or opt-out feature – specify which: | <input type="checkbox"/> |

SECURITY

21. Describe the security measures used to prevent unauthorized access to:

- A. websites:
- B. premises and facilities:
- C. computer systems/servers in custody of others:
- D. computer systems/services located on your premises:

22. Describe the security measures used to protect the confidentiality and integrity of data:

23. Advise the technology you use for:

- A. Encryption -
- B. Authentication -
- C. Anti-virus -

24. Are security audits performed? ☐ Yes ☐ No
If so, please advise:

- A. who performs the audits?
- B. how frequently are audits performed?
- C. what actions are taken to correct unfavorable results?

25. Do you have a formal documented security policy? ☐ Yes ☐ No
If so, do you document the fact that all of your employees have read and understand the policy? ☐ Yes ☐ No
Please attach a copy of your security policy.

26. In the last two (2) years, have you experienced any security breaches to your websites, your computer systems or your premises? ☐ Yes ☐ No
If yes, please identify the corrective steps taken:

RISK MANAGEMENT

27. Do you utilize in-house or outside counsel to review website content prior to posting? ☐ Yes ☐ No
If yes, please identify such counsel:

What, if any, additional safeguards do you use to avoid claims arising out of online content including defamation, invasion of privacy, intellectual property infringement (copyright and trademark) and errors & omissions?

28. What steps are taken to ensure that the domain names of your websites do not infringe upon the intellectual property rights of others?
29. Do your websites comply with the Children's Online Privacy Protection Act (COPPA)? ☐ Yes ☐ No
30. Describe your "take-down" policy for complaints received concerning defamation, copyright or trademark infringement or other disputes.
31. Do you pay fees to licensing organizations such as ASCAP, SESAC, BMI or other organizations with respect to music and/or other content on your websites? ☐ Yes ☐ No

IV. LEGAL PROCEDURES -

32. A. Provide description of standard procedures for checking accuracy and originality of content:
 B. Provide description of procedures for processing unsolicited ideas, photographs, etc.:
 C. Does applicant have an in-house legal department? ☐ Yes ☐ No
 If yes, name of General Counsel:
 D. Name, address and phone number of law firm consulted with respect to media law issues including content review, intellectual property and complaint handling:
 Year of experience in media law: _____
 E. Approximate percentage of all media for which applicant is indemnified by another party: _____%
 F. Has applicant been cited by any regulatory agency for violations arising out of advertising activities? ☐ Yes ☐ No
 If yes, please describe.
33. With respect to matter furnished by third parties to the applicant, does applicant:
- A. obtain rights to use such matter via a license agreement or other contractual agreement? ☐ Yes ☐ No
 B. require an indemnification from third parties regarding claims arising from the matter they supply? ☐ Yes ☐ No
 C. require that the indemnification be backed by an insurance policy? ☐ Yes ☐ No

V. CLAIM EXPERIENCE -

34. A. Have any claims, suits or proceedings been made during the past five years against the applicant or any of the applicant's predecessors in business, subsidiaries or affiliates or against any of their past or present partners, owners, officers or employees? ☐ Yes ☐ No
 If yes, provide complete details. Include type of claims, gist of offending matter, name of claimant, amount of defense costs, judgment or settlement, status or final disposition of the claim.
- B. Is the applicant aware of any actual or alleged fact, circumstance, situation or error or omission arising out of the activities described in this application that may reasonably be expected to result in a claim being made against the applicant or any of the person or entities described in 34.A. above? ☐ Yes ☐ No
 If yes, please explain and provide details:

VI. FINANCIAL INFORMATION -

35. Domestic and Foreign Revenue
- | | BILLINGS*
<u>Current Fiscal Year</u> | BILLINGS*
<u>Estimated Next Fiscal Year</u> |
|-----------------|--|---|
| United States | \$ _____ | \$ _____ |
| Canada | \$ _____ | \$ _____ |
| Other (specify) | \$ _____ | \$ _____ |
| TOTAL | \$ _____ | \$ _____ |
36. Gross Income**: Current Fiscal Year: \$ _____ Estimated Next Fiscal Year: \$ _____

***BILLINGS:** Billings includes amounts invoiced to clients and includes the total of amounts paid to outside vendors, or pass through costs.
 (Billings = Gross Income + Pass Through Costs)

****GROSS INCOME (i.e. - revenue):** Gross income includes the portion of client billings related to media commissions, production markups, fees, and hourly staff and incentive/performance compensation billings, and excludes pass through costs.
 (Gross Income = Billings - Pass Through Costs)

VII. OTHER INSURANCE -

37. A. During the past three years, has any similar insurance been issued to applicant? ☐ Yes ☐ No
 If yes, complete the following:
- | <u>Company</u> | <u>Policy Number</u> | <u>Limits</u> | <u>Deductible</u> | <u>Coverage Dates</u> | <u>Premium</u> |
|----------------|----------------------|---------------|-------------------|-----------------------|----------------|
|----------------|----------------------|---------------|-------------------|-----------------------|----------------|

- B. Has any insurer declined, canceled or refused to renew any similar insurance issued to applicant? (NOT APPLICABLE IN MISSOURI.)
☐ Yes ☐ No If yes, give details:
- C. Does applicant's comprehensive general liability policy provide coverage for personal injury (libel, invasion of privacy) arising out of business operations? ☐ Yes ☐ No

VIII. PROPOSAL REQUIREMENTS -

38. Policy limit required: \$_____
Self-Insured Retention: \$_____

IX. REPRESENTATIONS -

By signing this application, the applicant agrees that:

1. The statements and answers furnished to the Company in this application and any attachments to it are accurate and complete;
 2. The statements and answers furnished to the Company are representations the applicant makes to the Company on behalf of all persons and entities proposed for coverage;
 3. Those representations are a material inducement to the Company to provide a proposal for insurance;
 4. Any policy the Company issues will be issued in reliance upon those representations;
 5. The applicant will report to the Company immediately, in writing, any material change to the applicant's operations, conditions or answers provided in this application that occur or are discovered between the date of this application and the effective date of any policy, if issued; and
 6. The Company reserves the right, upon receipt of any such notice, to modify or withdraw any proposal for insurance the Company has offered.
-

WARNING

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY BE PUNISHABLE BY FINES AND CONFINEMENT IN PRISON.

| | |
|--------------------------------------|--|
| Name _____ (please type or print) | Name _____ (signature of Authorized Representative) |
| Title _____ | Date _____ |

To complete this application, please submit:

- Current audited financial statement, annual report and/or 10K
- Copies of standard contracts with clients and freelancers/independent contractors
- Experience résumés if in business less than three years



Media/Professional Insurance

a business unit of the Select Markets Division of AXIS Insurance
Two Pershing Square, 2300 Main Street, Suite 800
Kansas City, Missouri 64108-2404
(816) 471-6118 TOLL FREE: 866-282-0565
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Address, Zip Code:

Telephone:

Facsimile:

Email address:

NOTICE TO ARKANSAS APPLICANTS:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS:

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:

WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, **OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.**

NOTICE TO KENTUCKY APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS:

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MARYLAND APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO NEW JERSEY APPLICANTS:

ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW MEXICO APPLICANTS:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO NEW YORK APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS:

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS:

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO PENNSYLVANIA APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACQUISITION ENDORSEMENT

It is agreed Part V., **CONDITIONS, D. Change of Operations** of the policy is deleted in its entirety and replaced by the following:

D. Change of Operations

This policy applies to the **Advertising** and **Insureds** described at the Inception Date of this policy in the Declarations or by endorsement. This policy will also extend to any newly created, acquired or formed media or entities if reported to the Company within ninety (90) days of their creation, acquisition or formation. Newly created, acquired or formed media or entities will be added to the policy's coverage subject to the Company's consent, which will not be unreasonably withheld, and the **First Named Insured's** agreement to pay any additional premium the Company may require. The **First Named Insured** will promptly pay any additional premium that may become due.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

, its **Subsidiary(ies)** and affiliated companies, the officers, directors and employees thereof, while acting within the scope of their duties, is designated as an additional **Insured** but only with respect to the types of **Claims** specified in the Coverage Agreements and **Matter** furnished by the **Named Insured** or its **Subsidiaries**.

This policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the additional **Insured**.

This policy does not apply to:

1. any **Claim** for or arising from any **Matter** created or furnished by the additional **Insured** or any **Claim** which includes allegations or facts indicating actual or alleged independent or direct liability on the part of the additional **Insured**; or
2. any **Claim** by the additional **Insured** against any other **Insured** as respects **Matter**.

This endorsement shall not operate to increase the Policy Limit.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT -
MATTER FURNISHED BY THE ADDITIONAL INSURED**

_____, is added as an additional **Insured** as its interests may appear, but only with respect to the types of **Claims** specified in the Coverage Agreements and **Matter** furnished by the additional **Insured** to the **Named Insured** or its **Subsidiaries**.

The policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the additional **Insured**.

This policy does not apply to any **Claim** by the additional **Insured** against any other **Insured** as respects **Matter**.

This endorsement shall not operate to increase the Policy Limit.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDRESS AMENDATORY ENDORSEMENT

It is agreed that the **Named Insured's** address as shown in Item 1. of the Declarations is amended to read:

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGENT AND INDEPENDENT CONTRACTOR EXCLUSION

It is agreed Part II., **DEFINITIONS**, L.6. of the policy is deleted in its entirety.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ANTI-STACKING ENDORSEMENT
(Claim Expense Within the Policy Limit)**

It is agreed Part III., **POLICY LIMIT AND SELF-INSURED RETENTION**, of the policy is amended to add the following:

- D.** If any **Occurrence** that is covered by the policy is also covered to any extent by Policy No.: _____, also issued by the **Insurer**, the total liability of the **Insurer** under either or both policies for the **Occurrence** shall not exceed the largest Policy Limit available under either policy.

All other provisions of this policy remain unchanged.

If the **Company** issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the **Company's** authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ANTI-STACKING ENDORSEMENT
(Claim Expense Outside the Policy Limit)**

It is agreed Part III., **POLICY LIMIT AND SELF-INSURED RETENTION**, of the policy is amended to add the following:

- D.** If any **Occurrence** that is covered by the policy is also covered to any extent by Policy No.: _____, also issued by the **Insurer**, the total liability of the **Insurer** under either or both policies for **Damages** arising from the **Occurrence** shall not exceed the largest Policy Limit available under either policy.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**APPLICATION FOR INSURANCE -
ACCEPTANCE OF ANOTHER COMPANY'S APPLICATION**

It is agreed by the Company and the **Insured** that the Application dated _____ and submitted to the Company on _____ 's form shall be accepted by the Company as the Application for this policy.

Any and all references to an Application in this policy shall mean the Application described above. The Company has relied upon all statements, warranties and other information and documents contained in or submitted with such other application as if they were submitted directly to the Company using its own Application form.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT - PRO RATA

It is agreed that this policy is canceled effective _____ at 12:01 a.m. at the address of the **First Named Insured**. The return premium is \$ ____*.

*Return Premium:

Policy Premium: \$

Pro Rata Unearned Premium: x _____

Unearned Premium: \$

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT - SHORT RATE

It is agreed that this policy is canceled at the **First Named Insured's** request effective _____ at 12:01 a.m. at the address of the **First Named Insured**. The return premium is \$ ____ *.

*Return Premium

Policy Premium \$

Pro Rata Unearned x

Short Rate Penalty x 0.90

Return Premium \$

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION REINSTATEMENT ENDORSEMENT

For an additional premium of \$ _____, Endorsement No. _____, Cancellation Endorsement, is deleted in its entirety.

The policy shall remain in full force and effect.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION/NONRENEWAL NOTICE ENDORSEMENT

In the event of cancellation or nonrenewal of the policy by the Company, other than for nonpayment of premium, the Company will provide written notice to the **First Named Insured** stating when, not less than ninety (90) days thereafter, such cancellation or nonrenewal shall be effective. Written notice will not be less than the cancellation or nonrenewal provisions stated in the policy.

If cancellation is a result of failure to pay the premium, the Company will provide written notice of cancellation in accordance with the nonpayment of premium cancellation provision stated in the policy.

All other provisions of this policy and all other endorsements attached thereto remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY SELECTION OF COUNSEL ENDORSEMENT

It is agreed Part V., **CONDITIONS, E.1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation** of the policy is deleted in its entirety and replaced by the following:

1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation

- a. The **Named Insured** shall give prompt notice to the Company of any **Claim** or suit under this policy.
- b. The Company shall have the right and duty to defend any **Claim** or suit under this policy. The Company will employ counsel to represent the **Insured**. The **Insured** may at any time consult with the Company with respect to selection of counsel.
- c. The **Insured** will in all respects cooperate with, and provide information requested by, the Company with respect to any **Claim** for which insurance is afforded under this policy and, at the Company's request, assist in mitigating **Damages**, making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials, assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** and the counsel employed to defend the **Insured** will comply with all litigation and billing standards or procedures requested by the Company.
- d. The rights of an **Insured** under this policy shall not be prejudiced by the refusal of any **Insured**, or of anyone for whose acts any **Insured** is legally liable, to reveal the identity of a confidential source in connection with a **Claim** or suit under this policy.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC INFORMATION GATHERING EXCLUSION

It is agreed Part IV., **EXCLUSIONS**, A. of the policy is amended to add the following:

- . for or arising out of the actual or alleged gathering, acquisition or obtaining or sharing of information about Internet users via placement and/or use of cookies or similar software codes;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS & OMISSIONS - STANDARD COVERAGE ENDORSEMENT

It is agreed Part IV., **EXCLUSIONS, A.8.** of the policy is deleted in its entirety and replaced by the following:

8. **Bodily Injury or Property Damage**; except this exclusion shall not apply to sickness, mental anguish or emotional distress actually or allegedly arising from a **Claim** otherwise covered by the policy;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS & OMISSIONS COVERAGE DELETION ENDORSEMENT

It is agreed Part I., **COVERAGE AGREEMENTS, A.12.** of the policy is deleted in its entirety.

It is also agreed Part I., **COVERAGE AGREEMENTS, B. Advertising Services Errors and Omissions Liability**, of the policy is deleted in its entirety.

It is also agreed Part IV., **EXCLUSIONS, A.8.** of the policy is deleted in its entirety and replaced by the following:

8. **Bodily Injury or Property Damage**; except this exclusion shall not apply to sickness, mental anguish or emotional distress actually or allegedly arising from a **Claim** otherwise covered by this policy;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD ENDORSEMENT

In consideration of the payment of the additional premium shown below, it is agreed that the coverage of an Extended Reporting Period is granted as follows:

Extended Reporting Period: From _____ (12:01 a.m.) To _____ (12:01 a.m.)

Premium: \$_____

It is also agreed that the following provisions, as fully described in Part VI., **D. Extended Reporting Period**, of the policy will apply to the Extended Reporting Period granted by this endorsement:

1. The coverage provided by this endorsement applies to **Claims** arising from **Occurrences** committed by an **Insured** between the **Retroactive Date**, _____, and the end of the **Endorsement Period**, _____. The **Occurrence** must result in a **Claim** first made against any **Insured** during the Extended Reporting Period stated above.
2. The Extended Reporting Period provided by this endorsement will not apply if there is any other valid and collectible insurance for the **Claim**.
3. The premium for this endorsement shall be fully earned at the effective date of this endorsement. The Company will not cancel coverage afforded by this endorsement unless the premium for the endorsement has not been received by the Company within thirty (30) days of the billing date.
4. A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of this **Endorsement Period**. The provisions of this policy in effect on the last day of this **Endorsement Period** will apply.
5. The Extended Reporting Period provided by this endorsement fully reinstates, but does not increase, the Limit of Insurance.
6. The Extended Reporting Period provided by this endorsement does not extend the **Endorsement Period** or change the scope of coverage provided.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO OBTAIN RIGHTS EXCLUSION

It is agreed Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

- . for or arising out of the failure to obtain licenses, releases, consents or other rights from:
 - a. authors, writers, photographers, copyright owners, trademark owners or other rights holders and any of their estates, assignees or successors in interest, when their rights are included or used in **Advertising**; or
 - b. performers or other persons, and any of their estates, assignees or successors in interest, when their name, likeness, image, appearance, voice, performance or style of performance are included or used in **Advertising**;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS EXCLUSION

It is agreed Part IV., **EXCLUSIONS, B.** of the policy is amended to add the following:

- . any **Supplier of Matter** when the **Claim** arises directly or indirectly from or involves in any way disputes over the ownership of, fees associated with, use of or exercise of rights in the **Matter**, material or services supplied or received;

With respect to this exclusion only, Part II., **DEFINITIONS**, of the policy is amended to add the following:

- . "**Supplier of Matter**" means any party, or the successor assignee of any party, who has supplied, is supplying or is to supply **Matter**, material or services to the **Insured**, including any independent contractor or any present, former or prospective employee, partner, joint venturer, co-venturer, officer or director of the **Insured**.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KNOWLEDGE & NOTICE OF CLAIM ENDORSEMENT
(Claim Expense Within the Policy Limit)**

It is agreed Part V., **CONDITIONS, E. Defense; Cooperation of Insured; Settlement**, 1.a. of the policy is deleted in its entirety and replaced by the following:

- a. The **Named Insured** will give notice as soon as practicable to the Company of any **Claim** or suit under this policy. Knowledge of a **Claim** or suit by an agent, servant or employee of the **Insured** shall not itself constitute knowledge by the **Insured** unless the office of the chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager or in-house counsel of the **Insured** shall have received such notice from said agent, servant or employee. With respect to each **Claim** for which coverage is afforded under this policy, the **Named Insured** shall have the option to defend such **Claim** or suit itself or to assign the duty to defend such **Claim** to the Company.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KNOWLEDGE & NOTICE OF CLAIM ENDORSEMENT
(Claim Expense Outside the Policy Limit)**

It is agreed Part V., **CONDITIONS, E. Defense; Cooperation of Insured; Settlement**, 1.a. of the policy is deleted in its entirety and replaced by the following:

- a. The **Named Insured** will give prompt notice to the Company of any **Claim** or suit under this policy. Knowledge of a **Claim** or suit by an agent, servant or employee of the **Insured** shall not itself constitute knowledge by the **Insured** unless the office of the chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager or in-house counsel of the **Insured** shall have received such notice from said agent, servant or employee.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITS OF INSURANCE, SELF-INSURED RETENTION and/or
PREMIUM AMENDATORY ENDORSEMENT**

For _____ premium of \$ _____ (\$ _____ x 0. _____ pro rata), it is agreed that the Policy Limits, Self-Insured Retention and/or Premium of the Declarations are amended to read:

4. Policy Limits: \$ **Each Loss**
 \$ Total Limit of Insurance

This change in Policy Limits does not apply to any **Occurrence** or any repetitions thereof committed prior to the effective date of this endorsement.

5. Self-Insured Retention: \$ **Each Loss**, except;
 \$ **Each Loss**, Coverage Agreement **A.3.**
 \$ **Each Loss**, Coverage Agreement **A.12.**

This change in the Self-Insured Retention does not apply to any **Occurrence** or any repetitions thereof committed prior to the effective date of this endorsement.

6. Annual Premium: \$ Minimum Premium: %

State Surcharge/Tax:

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MULTIMEDIA CYBER/TECHNOLOGY SERVICES ERRORS & OMISSIONS ENDORSEMENT
(Claim Expense Within the Policy Limit)**

CLAIMS MADE COVERAGE ENDORSEMENT: THIS COVERAGE ENDORSEMENT IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **ENDORSEMENT PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THIS ENDORSEMENT. COVERAGE DOES NOT APPLY TO ANY **OCCURRENCE** COMMITTED BEFORE THE **RETROACTIVE DATE** STATED IN THIS ENDORSEMENT.

It is agreed Part I., **COVERAGE AGREEMENTS**, of the policy is amended to add the following:

. Cyber and Technology Services Errors and Omissions Liability

The Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of one or more **Claims** arising from any of the following actual or alleged **Occurrences** in the performance of **Cyber and Technology Services**, including obtaining, processing, uttering or disseminating **Matter** in or for **Cyber and Technology Services**, when the first written **Claim** is made against any **Insured** during the **Endorsement Period** or any Extended Reporting Period:

1. failure to prevent a party from:
 - a. unauthorized access to, unauthorized use of, tampering with or introduction of a computer virus or malicious code into data or systems; or
 - b. repetitively accessing a website, under the control of an **Insured**, with the intent to deny others access to such website or with the intent to cause such website's functionality to fail, including denial of service attacks;
2. any negligent act, error or omission; or
3. the items listed in 1.-11. of Part I., **COVERAGE AGREEMENTS**, **A.** of the policy.

With respect to this endorsement only, it is also agreed Part II., **DEFINITIONS**, **C. "Assumed Under Contract," E. "Claim," H. "Damages," P. "Occurrence,"** and **S. "Property Damage"** of the policy are deleted in their entirety and replaced by the following:

C. "Assumed Under Contract" means liability assumed by the **Insured** in the form of hold harmless or indemnity agreements executed with any party, but only as respects,

1. the types of **Claims** specified in the **Cyber and Technology Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement, and
2. in the performance of **Cyber and Technology Services**, including obtaining, processing, uttering or disseminating **Matter** in or for the **Cyber and Technology Services**;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

E. "**Claim**" means any of the following against the **Insured**:

1. a demand or assertion of a legal right, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
2. a suit seeking injunctive relief relating to the **Claims** specified in the **Cyber and Technology Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement;
3. any written request to toll or waive a statute of limitations relating to a potential **Claim**;
4. any arbitration or mediation proceeding; or
5. a written demand for a retraction or correction;

H. "**Damages**" means any of the following costs the **Insured** is legally obligated to pay because of liability imposed by law or **Assumed Under Contract**: monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary; legal expense of others; and pre- and post-judgment interest.

However, the maximum portion of pre-judgment or post-judgment interest the Company will pay on behalf of the **Insured** will be no greater than the proportion of **Damages** covered by this policy on which interest is assessed bears to the total **Damages** for the **Claim** on which such interest is assessed.

"**Damages**" does not include:

1. the cost of recall, return, reproduction, reprinting or correction of **Matter** by any **Insured** or indemnitee; the cost of compliance with an injunction or other court order; lost profits, lost business, fees due any **Insured**, any payment recoverable by any **Insured** from any client or any other party; and any salaries, wages, benefits, expenses, overtime and overhead incurred in mitigating or correcting a covered circumstance;
2. fines and penalties, including, but not limited to, governmental, civil or criminal fines or penalties;
3. royalties, sums, deposits, commissions, charges or fees assessed by ASCAP, SESAC, RIAA, BMI or other licensing organizations or on their behalf or for others arising from the failure, directly or indirectly, by the **Insured** to obtain or maintain required licenses or payments; or
4. the costs of correcting, performing or reperforming the **Cyber and Technology Services** of the **Insured** or another party when the **Insured** had the opportunity to correct, perform or reperform the activity that generated the costs;

or any **Claim Expense** resulting therefrom.

P. "**Occurrence**" means a wrongful act described in Items 1.-3. of the **Cyber and Technology Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement when said wrongful act is committed or alleged to have been committed by the **Insured** or any person or organization for whom the **Insured** is legally liable.

S. "**Property Damage**" means physical injury to tangible property and any resulting loss or corruption of data or information, including all resulting loss of use of that property, data or information. **Property Damage** does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

With respect to this endorsement only, it is also agreed Part II., **DEFINITIONS**, of the policy is amended to add the following:

- . **"Cyber and Technology Services"** means those services performed by the **Insured** listed below and related **Advertising**:
 1. e-commerce, including auction sites, data storage and maintenance related thereto;
 2. website design, programming, maintenance or hosting, including Internet service provider services and application service provider services;
 3. analysis, design, programming or integration of information systems, including search engines;
 4. processing of data;
 5. licensing of computer software;
 6. marketing, selling, distributing and training in the use of electronic or computer-related software;
 7. the following additional **Cyber and Technology Services**: ;
 8. outsourcing to vendors any of the services described in items 1.-7. listed immediately above in this definition to be performed by individuals who are not employees of the **Named Insured**;
- . **"Endorsement Period"** means the following period: or any shorter period resulting from cancellation of this endorsement;
- . **"First Inception Date"** means the Inception Date of the earliest Multimedia Cyber/Technology Services Errors & Omissions Endorsement issued by the Company to the **First Named Insured**, provided that there has been uninterrupted coverage by the Company for the **First Named Insured** from that earliest endorsement to this endorsement.
- . **"Retroactive Date"** means the following date: ;

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS, A.14.** of the policy is deleted in its entirety.

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS, A.12., 13., and 16.** of the policy are deleted in their entirety and replaced by the following:

12. intentional unauthorized access to, unauthorized use of, tampering with or introduction of a computer virus or malicious code into data or systems by any **Insured** or person who would qualify as an **Insured** but for their acts being outside the scope of their duties as a partner, officer, director, employee, volunteer, agent, independent contractor or additional **Insured** of the **Insured**, except that this exclusion shall not apply to any **Insured** who did not commit, acquiesce or participate in the actions that gave rise to the **Claim**.
13. any delay, interruption or failure of, or damage to any computer communication network, hardware, software, program, data, database or service, except that this exclusion shall not apply when the delay, interruption, failure or damage is solely the result of the **Insured's** actual or alleged negligence in the performance of **Cyber and Technology Services**;
16. professional or consulting services that are separate and distinct from the utterance or dissemination of **Matter** and are performed for others for a fee, except that this exclusion shall not apply to **Claims** that arise from the **Insured's** performance of **Cyber and Technology Services**;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

With respect to this endorsement only, it is agreed Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

- . harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual preference, national origin, religion, handicap, disability or marital status;
- . electrical failure including electrical power interruption, surge, brownout or blackout; except that this exclusion shall not apply to electrical failures that are solely the result of the **Insured's** actual or alleged negligence in the performance of **Cyber and Technology Services**;
- . acts of the **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act;

With respect to this endorsement only, it is also agreed Part V., **CONDITIONS, E.1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation** of the policy is deleted in its entirety and replaced by the following:

1. Insured's Duties in the Event of Claim, Conduct of Defense; Cooperation

- a. The **Named Insured** shall give notice as soon as practicable to the Company of any **Claim** or suit under this policy.
- b. The Company shall have the right and duty to defend any **Claim** or suit under this policy. The Company will employ counsel to represent the **Insured**. The **Insured** may at any time consult with the Company with respect to selection of counsel.
- c. The **Insured** will in all respects cooperate with, and provide information requested by, the Company with respect to any **Claim** for which insurance is afforded under this policy and, at the Company's request, assist in mitigating **Damages**, making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials, assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** and the counsel employed to defend the **Insured** will comply with all litigation and billing standards or procedures requested by the Company.
- d. The rights of an **Insured** under this policy shall not be prejudiced by the refusal of any **Insured**, or of anyone for whose acts any **Insured** is legally liable, to reveal the identity of a confidential source in connection with a **Claim** or suit under the policy.

With respect to this endorsement only, it is also agreed the policy is amended to add the following, Part VI., **CLAIMS MADE AND RETROACTIVE COVERAGE PROVISIONS**:

VI. CLAIMS MADE AND RETROACTIVE COVERAGE PROVISIONS

A. Claims First Made

This insurance applies when a written **Claim** is first made against an **Insured** during the **Endorsement Period**. To be covered, the **Claim** must also arise from an **Occurrence** committed during the **Endorsement Period**.

The Company will consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by any **Insured**.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

This insurance also applies to **Claims** under the following conditions:

B. Prior Occurrences - Retroactive Coverage

The Company will cover a written **Claim** first made against any **Insured** arising from an **Occurrence** committed between the **Retroactive Date** and the Inception Date of this endorsement, but only if all of the following conditions are met:

1. the written **Claim** is first made against any **Insured** during the **Endorsement Period**. The Company will consider a **Claim** to be first made against the **Insured** when a written **Claim** is first received by any **Insured**;
2. no **Insured** knew prior to the **First Inception Date** of a circumstance that could reasonably be expected to lead to the **Claim**; and
3. there is no other valid and collectible insurance for the **Claim**.

C. Reported Occurrences - Notice of Potential Claims

The Company will cover a written **Claim** first made against any **Insured** after the end of the **Endorsement Period**, but only if all of the following conditions are met:

1. the **Occurrence** is committed between the **Retroactive Date** and the end of the **Endorsement Period**;
2. the Company receives written notice from the **Insured** during the **Endorsement Period** of the **Occurrence**;

The notice must include all of the following information:

- a. the names of those persons or organizations involved in the **Occurrence**;
 - b. the specific person or organization likely to make the **Claim**;
 - c. a description of the time, place and nature of the **Occurrence**; and
 - d. a description of the potential **Damages**;
3. no **Insured** knew prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
 4. there is no other valid and collectible insurance for the **Claim**.

A **Claim** first made after the end of the **Endorsement Period** and arising from a reported **Occurrence** will be covered under the provisions of this endorsement in effect on the date the Company receives the notice of the **Occurrence**.

D. Extended Reporting Period

Automatic Extended Reporting Period: If the **First Named Insured** or Company cancels or nonrenews this endorsement, the **First Named Insured** shall be entitled to an Automatic Extended Reporting Period of sixty (60) days from the effective date of the cancellation or nonrenewal. **Claims** first made during this period shall be eligible for coverage under the endorsement provided that the conditions of Part VI.D.1.-3. of this endorsement are met. A **Claim** that is first made during the Automatic Extended Reporting Period will be deemed to have been made on the last day of the **Endorsement Period**. The provisions of this endorsement in effect on the last day of this **Endorsement Period** will apply. The Automatic Extended Reporting Period shall not reinstate or increase the Policy Limits or any applicable endorsement sub-limit.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Claims first made after the end of the **Endorsement Period** when the **Insured** has not reported an **Occurrence** during the **Endorsement Period** in accordance with Part VI.C. above, are not automatically covered. To cover them, the **First Named Insured** must purchase an Extended Reporting Period from the Company.

If the **First Named Insured** purchases an Extended Reporting Period, the Company will cover a **Claim** first made against any **Insured** during the Extended Reporting Period, but only if all of the following conditions are met:

1. the **Occurrence** is committed between the **Retroactive Date** and the end of the **Endorsement Period**;
2. no **Insured** knew prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
3. there is no other valid and collectible insurance for the **Claim**.

The Company will consider a **Claim** to be made during the Extended Reporting Period only if written **Claim** is first received by any **Insured** after the Expiration Date of the **Endorsement Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

4. If the Company or **First Named Insured** cancels or non-renews this endorsement, and upon request by the **First Named Insured**, the Company will offer an Extended Reporting Period, unless the Company cancels or nonrenews the endorsement because any **Insured** failed to comply with endorsement or policy provisions.

The Extended Reporting Period options and the respective percentages of the premium that the **First Named Insured** must pay to purchase an Extended Reporting Period are:

One Year = 100% of the annual premium

Two Years = 150%

Changes or proposed changes in premium or the provisions of this endorsement or the policy shall not be construed as cancellation or nonrenewal of this endorsement by the Company.

5. The Company must receive the **First Named Insured's** request for the Extended Reporting Period in writing within sixty (60) days after the end of the **Endorsement Period**. On receipt and acceptance of the request, the Company will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the Company will bill the additional premium and the Company must receive payment within thirty (30) days after the billing date for the endorsement to be effective.
6. The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.
7. A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of this **Endorsement Period**. The provisions of this endorsement in effect on the last day of this **Endorsement Period** will apply.
8. The Extended Reporting Period fully reinstates, but does not increase, the Policy Limits or any applicable endorsement sub-limit.
9. The Extended Reporting Period does not extend the **Endorsement Period** or change the scope of coverage provided.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

E. Multiple Claims - Same Occurrence

All **Claims** arising from the same **Occurrence** will be deemed to have been made on the earlier of the following dates:

1. the date the first of those **Claims** is made against any **Insured**; or
2. the first date the Company receives the **Insured's** written notice of the **Occurrence**.

The provisions of this endorsement in effect on that date will apply.

This endorsement shall not operate to increase the policy limit.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MULTIMEDIA CYBER/TECHNOLOGY SERVICES ERRORS & OMISSIONS ENDORSEMENT
(Claim Expense Outside the Policy Limit)**

CLAIMS MADE COVERAGE ENDORSEMENT: THIS COVERAGE ENDORSEMENT IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **ENDORSEMENT PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THIS ENDORSEMENT. COVERAGE DOES NOT APPLY TO ANY **OCCURRENCE** COMMITTED BEFORE THE **RETROACTIVE DATE** STATED IN THIS ENDORSEMENT.

It is agreed Part I., **COVERAGE AGREEMENTS**, of the policy is amended to add the following:

. Cyber and Technology Services Errors and Omissions Liability

The Company will pay on behalf of the **Insured** all **Damages** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of one or more **Claims** arising from any of the following actual or alleged **Occurrences** in the performance of **Cyber and Technology Services**, including obtaining, processing, uttering or disseminating **Matter** in or for **Cyber and Technology Services**, when the first written **Claim** is made against any **Insured** during the **Endorsement Period** or any Extended Reporting Period:

1. failure to prevent a party from:
 - a. unauthorized access to, unauthorized use of, tampering with or introduction of a computer virus or malicious code into data or systems; or
 - b. repetitively accessing a website, under the control of an **Insured**, with the intent to deny others access to such website or with the intent to cause such website's functionality to fail, including denial of service attacks;
2. any negligent act, error or omission; or
3. the items listed in 1.-11. of Part I., **COVERAGE AGREEMENTS**, **A.** of the policy.

With respect to this endorsement only, it is also agreed Part II., **DEFINITIONS**, **C. "Assumed Under Contract," E. "Claim," H. "Damages," P. "Occurrence,"** and **S. "Property Damage"** of the policy are deleted in their entirety and replaced by the following:

C. "Assumed Under Contract" means liability assumed by the **Insured** in the form of hold harmless or indemnity agreements executed with any party, but only as respects,

1. the types of **Claims** specified in the **Cyber and Technology Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement, and
2. in the performance of **Cyber and Technology Services**, including obtaining, processing, uttering or disseminating **Matter** in or for the **Cyber and Technology Services**;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

E. "**Claim**" means any of the following against the **Insured**:

1. a demand or assertion of a legal right, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
2. a suit seeking injunctive relief relating to the **Claims** specified in the **Cyber and Technology Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement;
3. any written request to toll or waive a statute of limitations relating to a potential **Claim**;
4. any arbitration or mediation proceeding; or
5. a written demand for a retraction or correction;

H. "**Damages**" means any of the following costs the **Insured** is legally obligated to pay because of liability imposed by law or **Assumed Under Contract**: monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary; legal expense of others; and pre- and post-judgment interest.

However, the maximum portion of pre-judgment or post-judgment interest the Company will pay on behalf of the **Insured** will be no greater than the proportion of **Damages** covered by this policy on which interest is assessed bears to the total **Damages** for the **Claim** on which such interest is assessed.

"**Damages**" does not include:

1. the cost of recall, return, reproduction, reprinting or correction of **Matter** by any **Insured** or indemnitee; the cost of compliance with an injunction or other court order; lost profits, lost business, fees due any **Insured**, any payment recoverable by any **Insured** from any client or any other party; and any salaries, wages, benefits, expenses, overtime and overhead incurred in mitigating or correcting a covered circumstance;
2. fines and penalties, including, but not limited to, governmental, civil or criminal fines or penalties;
3. royalties, sums, deposits, commissions, charges or fees assessed by ASCAP, SESAC, RIAA, BMI or other licensing organizations or on their behalf or for others arising from the failure, directly or indirectly, by the **Insured** to obtain or maintain required licenses or payments; or
4. the costs of correcting, performing or reperforming the **Cyber and Technology Services** of the **Insured** or another party when the **Insured** had the opportunity to correct, perform or reperform the activity that generated the costs;

or any **Claim Expense** resulting therefrom.

P. "**Occurrence**" means a wrongful act described in Items 1.-3. of the **Cyber and Technology Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement when said wrongful act is committed or alleged to have been committed by the **Insured** or any person or organization for whom the **Insured** is legally liable.

S. "**Property Damage**" means physical injury to tangible property and any resulting loss or corruption of data or information, including all resulting loss of use of that property, data or information. **Property Damage** does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

With respect to this endorsement only, it is also agreed Part II., **DEFINITIONS**, of the policy is amended to add the following:

- . **"Cyber and Technology Services"** means those services performed by the **Insured** listed below and related **Advertising**:
 1. e-commerce, including auction sites, data storage and maintenance related thereto;
 2. website design, programming, maintenance or hosting, including Internet service provider services and application service provider services;
 3. analysis, design, programming or integration of information systems, including search engines;
 4. processing of data;
 5. licensing of computer software;
 6. marketing, selling, distributing and training in the use of electronic or computer-related software;
 7. the following additional **Cyber and Technology Services**: ;
 8. outsourcing to vendors any of the services described in items 1.-7. listed immediately above in this definition to be performed by individuals who are not employees of the **Named Insured**;
- . **"Endorsement Period"** means the following period: or any shorter period resulting from cancellation of this endorsement;
- . **"First Inception Date"** means the Inception Date of the earliest Multimedia Cyber/Technology Services Errors & Omissions Endorsement issued by the Company to the **First Named Insured**, provided that there has been uninterrupted coverage by the Company for the **First Named Insured** from that earliest endorsement to this endorsement.
- . **"Retroactive Date"** means the following date: ;

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS, A.14.** of the policy is deleted in its entirety.

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS, A.12., 13., and 16.** of the policy are deleted in their entirety and replaced by the following:

12. intentional unauthorized access to, unauthorized use of, tampering with or introduction of a computer virus or malicious code into data or systems by any **Insured** or person who would qualify as an **Insured** but for their acts being outside the scope of their duties as a partner, officer, director, employee, volunteer, agent, independent contractor or additional **Insured** of the **Insured**, except that this exclusion shall not apply to any **Insured** who did not commit, acquiesce or participate in the actions that gave rise to the **Claim**.
13. any delay, interruption or failure of, or damage to any computer communication network, hardware, software, program, data, database or service, except that this exclusion shall not apply when the delay, interruption, failure or damage is solely the result of the **Insured's** actual or alleged negligence in the performance of **Cyber and Technology Services**;
16. professional or consulting services that are separate and distinct from the utterance or dissemination of **Matter** and are performed for others for a fee, except that this exclusion shall not apply to **Claims** that arise from the **Insured's** performance of **Cyber and Technology Services**;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

With respect to this endorsement only, it is agreed Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

- . harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual preference, national origin, religion, handicap, disability or marital status;
- . electrical failure including electrical power interruption, surge, brownout or blackout; except that this exclusion shall not apply to electrical failures that are solely the result of the **Insured's** actual or alleged negligence in the performance of **Cyber and Technology Services**;
- . acts of the **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act;

With respect to this endorsement only, it is also agreed the policy is amended to add the following, Part VI., **CLAIMS MADE AND RETROACTIVE COVERAGE PROVISIONS**:

VI. CLAIMS MADE AND RETROACTIVE COVERAGE PROVISIONS

A. Claims First Made

This insurance applies when a written **Claim** is first made against an **Insured** during the **Endorsement Period**. To be covered, the **Claim** must also arise from an **Occurrence** committed during the **Endorsement Period**.

The Company will consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by any **Insured**.

This insurance also applies to **Claims** under the following conditions:

B. Prior Occurrences - Retroactive Coverage

The Company will cover a written **Claim** first made against any **Insured** arising from an **Occurrence** committed between the **Retroactive Date** and the Inception Date of this endorsement, but only if all of the following conditions are met:

1. the written **Claim** is first made against any **Insured** during the **Endorsement Period**. The Company will consider a **Claim** to be first made against the **Insured** when a written **Claim** is first received by any **Insured**;
2. no **Insured** knew prior to the **First Inception Date** of a circumstance that could reasonably be expected to lead to the **Claim**; and
3. there is no other valid and collectible insurance for the **Claim**.

C. Reported Occurrences - Notice of Potential Claims

The Company will cover a written **Claim** first made against any **Insured** after the end of the **Endorsement Period**, but only if all of the following conditions are met:

1. the **Occurrence** is committed between the **Retroactive Date** and the end of the **Endorsement Period**;
2. the Company receives written notice from the **Insured** during the **Endorsement Period** of the **Occurrence**;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

The notice must include all of the following information:

- a. the names of those persons or organizations involved in the **Occurrence**;
 - b. the specific person or organization likely to make the **Claim**;
 - c. a description of the time, place and nature of the **Occurrence**; and
 - d. a description of the potential **Damages**;
3. no **Insured** knew prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
 4. there is no other valid and collectible insurance for the **Claim**.

A **Claim** first made after the end of the **Endorsement Period** and arising from a reported **Occurrence** will be covered under the provisions of this endorsement in effect on the date the Company receives the notice of the **Occurrence**.

D. Extended Reporting Period

Automatic Extended Reporting Period: If the **First Named Insured** or Company cancels or nonrenews this endorsement, the **First Named Insured** shall be entitled to an Automatic Extended Reporting Period of sixty (60) days from the effective date of the cancellation or nonrenewal. **Claims** first made during this period shall be eligible for coverage under the endorsement provided that the conditions of Part VI.D.1.-3. of this endorsement are met. A **Claim** that is first made during the Automatic Extended Reporting Period will be deemed to have been made on the last day of the **Endorsement Period**. The provisions of this endorsement in effect on the last day of this **Endorsement Period** will apply. The Automatic Extended Reporting Period shall not reinstate or increase the Policy Limits or any applicable endorsement sub-limit.

Claims first made after the end of the **Endorsement Period** when the **Insured** has not reported an **Occurrence** during the **Endorsement Period** in accordance with Part VI.C. above, are not automatically covered. To cover them, the **First Named Insured** must purchase an Extended Reporting Period from the Company.

If the **First Named Insured** purchases an Extended Reporting Period, the Company will cover a **Claim** first made against any **Insured** during the Extended Reporting Period, but only if all of the following conditions are met:

1. the **Occurrence** is committed between the **Retroactive Date** and the end of the **Endorsement Period**;
2. no **Insured** knew prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
3. there is no other valid and collectible insurance for the **Claim**.

The Company will consider a **Claim** to be made during the Extended Reporting Period only if written **Claim** is first received by any **Insured** after the Expiration Date of the **Endorsement Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

4. If the Company or **First Named Insured** cancels or non-renews this endorsement, and upon request by the **First Named Insured**, the Company will offer an Extended Reporting Period, unless the Company cancels or nonrenews the endorsement because any **Insured** failed to comply with endorsement or policy provisions.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

The Extended Reporting Period options and the respective percentages of the premium that the **First Named Insured** must pay to purchase an Extended Reporting Period are:

One Year = 100% of the annual premium
Two Years = 150%

Changes or proposed changes in premium or the provisions of this endorsement or the policy shall not be construed as cancellation or nonrenewal of this endorsement by the Company.

5. The Company must receive the **First Named Insured's** request for the Extended Reporting Period in writing within sixty (60) days after the end of the **Endorsement Period**. On receipt and acceptance of the request, the Company will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the Company will bill the additional premium and the Company must receive payment within thirty (30) days after the billing date for the endorsement to be effective.
6. The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.
7. A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of this **Endorsement Period**. The provisions of this endorsement in effect on the last day of this **Endorsement Period** will apply.
8. The Extended Reporting Period fully reinstates, but does not increase, the Policy Limits or any applicable endorsement sub-limit.
9. The Extended Reporting Period does not extend the **Endorsement Period** or change the scope of coverage provided.

E. Multiple Claims - Same Occurrence

All **Claims** arising from the same **Occurrence** will be deemed to have been made on the earlier of the following dates:

1. the date the first of those **Claims** is made against any **Insured**; or
2. the first date the Company receives the **Insured's** written notice of the **Occurrence**.

The provisions of this endorsement in effect on that date will apply.

A sub-limit of \$ **Each Loss** shall apply to coverage afforded under this endorsement and shall be the Total Limit of Insurance for the total of all **Claims** covered under this endorsement. **Damages** and **Claim Expense** in excess of the Self-Insured Retention shall be applied against this sub-limit.

This endorsement shall not operate to increase the policy limit.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTI-YEAR POLICY ENDORSEMENT

It is agreed that wherever in this policy the term "annual premium" appears, it shall be amended to read "policy period premium."

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MUSIC ACTIVITIES EXCLUSION

It is agreed Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

- . song writing, music composition, music publishing, music recording and music production activities of the **Insured**;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED AMENDATORY ENDORSEMENT

It is agreed that Item 1., **Named Insured**, of the Declarations is amended to read:

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

It is agreed that Item 1., **Named Insured**, of the Declarations shall read:

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NAMED PERIL ENDORSEMENT
(Claim Expense Within the Policy Limit)**

It is agreed that the introductory paragraph of Part I., **COVERAGE AGREEMENTS, A. Media Liability** of the policy is amended as follows:

The Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and with the applicable Policy Limit as a result of an **Occurrence** in connection with **Advertising** during the Policy Period that gives rise to a **Claim**, regardless of when a **Claim** is made or suit is brought, for **Claims** for or arising out of:

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NAMED PERIL ENDORSEMENT
(Claim Expense Outside the Policy Limit)**

It is agreed that the introductory paragraph of Part I., **COVERAGE AGREEMENTS, A. Media Liability** of the policy is amended as follows:

The Company will pay on behalf of the **Insured** all **Damages** in excess of the Self-Insured Retention and with the applicable Policy Limit as a result of an **Occurrence** in connection with **Advertising** during the Policy Period that gives rise to a **Claim**, regardless of when a **Claim** is made or suit is brought, for **Claims** for or arising out of:

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY PERIOD AMENDATORY ENDORSEMENT

It is agreed for _____ premium of \$ _____ (\$ _____ x 0. _____ pro rata) Item 2., Policy Period of the Declarations is amended to read:

Policy Period: FROM: _____ TO: _____
12:01 a.m., standard time at the mailing address stated in Item 1.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE EXTENSION

In consideration of the payment of the additional premium shown below, it is agreed that a coverage extension for Prior Acts is granted as follows:

Prior Acts Period:

Reporting Period:

One Time Premium:

It is also agreed Part I., **COVERAGE AGREEMENTS**, of the policy is amended to add the following:

. Prior Acts Coverage

The coverages provided in this policy are hereby extended to include **Claims** arising from **Occurrences** committed during the Prior Acts Period stated in this endorsement. Such **Claims** must be first made against the **Insured** and reported to the Company during the Reporting Period stated in this endorsement.

With respect to this endorsement only, Part III., **POLICY LIMITS AND SELF-INSURED RETENTION**, of the policy is amended to add the following:

D. Policy Limits and Self-Insured Retention Applicable to the Prior Acts Period

1. Policy Limits

The liability of the Company for any **Claims** arising from **Occurrences** committed during the Prior Acts Period shall be limited to and part of the Policy Limits stated in the Declarations.

2. Self-Insured Retention

The coverage provided by this endorsement is in excess of the Self-Insured Retention stated in the Declarations. The Self-Insured Retention shall apply to **Each Loss**. The Self-Insured Retention shall apply to a combination of **Damages** and **Claim Expense**.

3. Application of Policy Limits and Self-Insured Retention to Each Loss

The Policy Limits and Self-Insured Retention applying to **Each Loss** shall be the Policy Limits and Self-Insured Retention stated in the Declarations.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

With respect to this endorsement only, Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

- . **Claim** pending on the effective date of this endorsement;
- . circumstance known by the **Named Insured** on the effective date of this endorsement which might reasonably be expected to result in a **Claim**;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL SERVICES ERRORS & OMISSIONS ENDORSEMENT
(Claim Expense Within the Policy Limit)**

CLAIMS MADE COVERAGE ENDORSEMENT: THIS COVERAGE ENDORSEMENT IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **ENDORSEMENT PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THIS ENDORSEMENT. COVERAGE DOES NOT APPLY TO ANY **OCCURRENCE** COMMITTED BEFORE THE **RETROACTIVE DATE** STATED IN THIS ENDORSEMENT.

It is agreed Part I., **COVERAGE AGREEMENTS**, of the policy is amended to add the following:

. Professional Services Errors and Omissions Liability

The Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of one or more **Claims** arising from any of the following actual or alleged **Occurrences** in the performance of **Professional Services**, including obtaining, processing, uttering or disseminating **Matter** in or for **Professional Services**, when the first written **Claim** is made against any **Insured** during the **Endorsement Period** or any Extended Reporting Period:

1. any negligent act, error or omission; or
2. the items listed in 1.-11. of Part I., **COVERAGE AGREEMENTS**, **A.** of the policy.

With respect to this endorsement only, it is also agreed Part II., **DEFINITIONS**, **C. "Assumed Under Contract," E. "Claim," H. "Damages,"** and **P. "Occurrence"** of the policy are deleted in their entirety and replaced by the following:

C. "Assumed Under Contract" means liability assumed by the **Insured** in the form of hold harmless or indemnity agreements executed with any party, but only as respects,

1. the types of **Claims** specified in the **Professional Services Errors & Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement, and
2. in the performance of **Professional Services**, including obtaining, processing, uttering or disseminating **Matter** in or for the **Professional Services**;

E. "Claim" means any of the following against the **Insured**:

1. a demand or assertion of a legal right, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
2. a suit seeking injunctive relief relating to the **Claims** specified in the **Professional Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement;
3. any written request to toll or waive a statute of limitations relating to a potential **Claim**;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

4. any arbitration or mediation proceeding; or
5. a written demand for a retraction or correction;

H. "**Damages**" means any of the following costs the **Insured** is legally obligated to pay because of liability imposed by law or **Assumed Under Contract**: monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary; legal expense of others; and pre- and post-judgment interest.

However, the maximum portion of pre-judgment or post-judgment interest the Company will pay on behalf of the **Insured** will be no greater than the proportion of **Damages** covered by this policy on which interest is assessed bears to the total **Damages** for the **Claim** on which such interest is assessed.

"**Damages**" does not include:

1. the cost of recall, return, reproduction, reprinting or correction of **Matter** by any **Insured** or indemnitee; the cost of compliance with an injunction or other court order; lost profits, lost business, fees due any **Insured**, any payment recoverable by any **Insured** from any client or any other party; and any salaries, wages, benefits, expenses, overtime and overhead incurred in mitigating or correcting a covered circumstance;
2. fines and penalties, including, but not limited to, governmental, civil or criminal fines or penalties;
3. royalties, sums, deposits, commissions, charges or fees assessed by ASCAP, SESAC, RIAA, BMI or other licensing organizations or on their behalf or for others arising from the failure, directly or indirectly, by the **Insured** to obtain or maintain required licenses or payments; or
4. the costs of correcting, performing or reperforming the **Professional Services** of the **Insured** or another party when the **Insured** had the opportunity to correct, perform or reperform the activity that generated the costs;

or any **Claim Expense** resulting therefrom.

P. "**Occurrence**" means a wrongful act described in Items 1. and 2. of the **Professional Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement when said wrongful act is committed or alleged to have been committed by the **Insured** or any person or organization for whom the **Insured** is legally liable.

With respect to this endorsement only, it is also agreed Part II., **DEFINITIONS**, of the policy is amended to add the following:

- . "**Professional Services**" means the services described as follows and related **Advertising**:
- . "**Endorsement Period**" means the following period: _____ or any shorter period resulting from cancellation of this endorsement;
- . "**First Inception Date**" means the Inception Date of the earliest Professional Services Errors & Omissions Endorsement issued by the Company to the **First Named Insured**, provided that there has been uninterrupted coverage by the Company for the **First Named Insured** from that earliest endorsement to this endorsement.
- . "**Retroactive Date**" means the following date: _____ ;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS, A.13.** and 16. of the policy are deleted in their entirety and replaced by the following:

13. any delay, interruption or failure of, or damage to any computer communication network, hardware, software, program, data, database or service, except that this exclusion shall not apply when the delay, interruption, failure or damage is solely the result of the **Insured's** actual or alleged negligence in the performance of **Professional Services**;
16. professional or consulting services that are separate and distinct from the utterance or dissemination of **Matter** and are performed for others for a fee, except that this exclusion shall not apply to **Claims** that arise from the **Insured's** performance of **Professional Services**;

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

- . harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual preference, national origin, religion, handicap, disability or marital status;
- . made solely by reason of the **Insured** being a director or officer of the **Named Insured** or any other **Insured**;
- . electrical failure including electrical power interruption, surge, brownout or blackout; except that this exclusion shall not apply to electrical failures that are solely the result of the **Insured's** actual or alleged negligence in the performance of **Professional Services**;
- . acts of the **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act;
- . the negotiation, placement or maintenance of insurance or reinsurance;

With respect to this endorsement only, it is also agreed Part V., **CONDITIONS, E.1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation** of the policy is deleted in its entirety and replaced by the following:

1. Insured's Duties in the Event of Claim, Conduct of Defense; Cooperation

- a. The **Named Insured** shall give notice as soon as practicable to the Company of any **Claim** or suit under this policy.
- b. The Company shall have the right and duty to defend any **Claim** or suit under this policy. The Company will employ counsel to represent the **Insured**. The **Insured** may at any time consult with the Company with respect to selection of counsel.
- c. The **Insured** will in all respects cooperate with, and provide information requested by, the Company with respect to any **Claim** for which insurance is afforded under this policy and, at the Company's request, assist in mitigating **Damages**, making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials, assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** and the counsel employed to defend the **Insured** will comply with all litigation and billing standards or procedures requested by the Company.
- d. The rights of an **Insured** under this policy shall not be prejudiced by the refusal of any **Insured**, or of anyone for whose acts any **Insured** is legally liable, to reveal the identity of a confidential source in connection with a **Claim** or suit under the policy.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

With respect to this endorsement only, it is also agreed the policy is amended to add the following, Part VI., **CLAIMS MADE AND RETROACTIVE COVERAGE PROVISIONS**:

VI. CLAIMS MADE AND RETROACTIVE COVERAGE PROVISIONS

A. Claims First Made

This insurance applies when a written **Claim** is first made against an **Insured** during the **Endorsement Period**. To be covered, the **Claim** must also arise from an **Occurrence** committed during the **Endorsement Period**.

The Company will consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by any **Insured**.

This insurance also applies to **Claims** under the following conditions:

B. Prior Occurrences - Retroactive Coverage

The Company will cover a written **Claim** first made against any **Insured** arising from an **Occurrence** committed between the **Retroactive Date** and the Inception Date of this endorsement, but only if all of the following conditions are met:

1. the written **Claim** is first made against any **Insured** during the **Endorsement Period**. The Company will consider a **Claim** to be first made against the **Insured** when a written **Claim** is first received by any **Insured**;
2. no **Insured** knew prior to the **First Inception Date** of a circumstance that could reasonably be expected to lead to the **Claim**; and
3. there is no other valid and collectible insurance for the **Claim**.

C. Reported Occurrences - Notice of Potential Claims

The Company will cover a written **Claim** first made against any **Insured** after the end of the **Endorsement Period**, but only if all of the following conditions are met:

1. the **Occurrence** is committed between the **Retroactive Date** and the end of the **Endorsement Period**;
2. the Company receives written notice from the **Insured** during the **Endorsement Period** of the **Occurrence**;

The notice must include all of the following information:

- a. the names of those persons or organizations involved in the **Occurrence**;
 - b. the specific person or organization likely to make the **Claim**;
 - c. a description of the time, place and nature of the **Occurrence**; and
 - d. a description of the potential **Damages**;
3. no **Insured** knew prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
 4. there is no other valid and collectible insurance for the **Claim**.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

A **Claim** first made after the end of the **Endorsement Period** and arising from a reported **Occurrence** will be covered under the provisions of this endorsement in effect on the date the Company receives the notice of the **Occurrence**.

D. Extended Reporting Period

Automatic Extended Reporting Period: If the **First Named Insured** or Company cancels or nonrenews this endorsement, the **First Named Insured** shall be entitled to an Automatic Extended Reporting Period of sixty (60) days from the effective date of the cancellation or nonrenewal. **Claims** first made during this period shall be eligible for coverage under the endorsement provided that the conditions of Part VI.D.1.-3. of this endorsement are met. A **Claim** that is first made during the Automatic Extended Reporting Period will be deemed to have been made on the last day of the **Endorsement Period**. The provisions of this endorsement in effect on the last day of this **Endorsement Period** will apply. The Automatic Extended Reporting Period shall not reinstate or increase the Policy Limits or any applicable endorsement sub-limit.

Claims first made after the end of the **Endorsement Period** when the **Insured** has not reported an **Occurrence** during the **Endorsement Period** in accordance with Part VI.C. above, are not automatically covered. To cover them, the **First Named Insured** must purchase an Extended Reporting Period from the Company.

If the **First Named Insured** purchases an Extended Reporting Period, the Company will cover a **Claim** first made against any **Insured** during the Extended Reporting Period, but only if all of the following conditions are met:

1. the **Occurrence** is committed between the **Retroactive Date** and the end of the **Endorsement Period**;
2. no **Insured** knew prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
3. there is no other valid and collectible insurance for the **Claim**.

The Company will consider a **Claim** to be made during the Extended Reporting Period only if written **Claim** is first received by any **Insured** after the Expiration Date of the **Endorsement Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

4. If the Company or **First Named Insured** cancels or nonrenews this endorsement, and upon request by the **First Named Insured**, the Company will offer an Extended Reporting Period, unless the Company cancels or nonrenews the endorsement because any **Insured** failed to comply with endorsement or policy provisions.

The Extended Reporting Period options and the respective percentages of the premium that the **First Named Insured** must pay to purchase an Extended Reporting Period are:

One Year = 100% of the annual premium
Two Years = 150%

Changes or proposed changes in premium or the provisions of this endorsement or the policy shall not be construed as cancellation or nonrenewal of this endorsement by the Company.

5. The Company must receive the **First Named Insured's** request for the Extended Reporting Period in writing within sixty (60) days after the end of the **Endorsement Period**. On receipt and acceptance of the request, the Company will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the Company will bill the additional premium and the Company must receive payment within thirty (30) days after the billing date for the endorsement to be effective.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

6. The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.
7. A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of this **Endorsement Period**. The provisions of this endorsement in effect on the last day of this **Endorsement Period** will apply.
8. The Extended Reporting Period fully reinstates, but does not increase, the Policy Limits or any applicable endorsement sub-limit.
9. The Extended Reporting Period does not extend the **Endorsement Period** or change the scope of coverage provided.

E. Multiple Claims - Same Occurrence

All **Claims** arising from the same **Occurrence** will be deemed to have been made on the earlier of the following dates:

1. the date the first of those **Claims** is made against any **Insured**; or
2. the first date the Company receives the **Insured's** written notice of the **Occurrence**.

The provisions of this endorsement in effect on that date will apply.

This endorsement shall not operate to increase the policy limit.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL SERVICES ERRORS & OMISSIONS ENDORSEMENT
(Claim Expense Outside the Policy Limit)**

CLAIMS MADE COVERAGE ENDORSEMENT: THIS COVERAGE ENDORSEMENT IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE **CLAIMS** THAT ARE FIRST MADE DURING THE **ENDORSEMENT PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THIS ENDORSEMENT. COVERAGE DOES NOT APPLY TO ANY **OCCURRENCE** COMMITTED BEFORE THE **RETROACTIVE DATE** STATED IN THIS ENDORSEMENT.

It is agreed Part I., **COVERAGE AGREEMENTS**, of the policy is amended to add the following:

. Professional Services Errors and Omissions Liability

The Company will pay on behalf of the **Insured** all **Damages** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of one or more **Claims** arising from any of the following actual or alleged **Occurrences** in the performance of **Professional Services**, including obtaining, processing, uttering or disseminating **Matter** in or for **Professional Services**, when the first written **Claim** is made against any **Insured** during the **Endorsement Period** or any Extended Reporting Period:

1. any negligent act, error or omission; or
2. the items listed in 1.-11. of Part I., **COVERAGE AGREEMENTS**, **A.** of the policy.

With respect to this endorsement only, it is also agreed Part II., **DEFINITIONS**, **C. "Assumed Under Contract," E. "Claim," H. "Damages,"** and **P. "Occurrence"** of the policy are deleted in their entirety and replaced by the following:

C. "Assumed Under Contract" means liability assumed by the **Insured** in the form of hold harmless or indemnity agreements executed with any party, but only as respects,

1. the types of **Claims** specified in the **Professional Services Errors & Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement, and
2. in the performance of **Professional Services**, including obtaining, processing, uttering or disseminating **Matter** in or for the **Professional Services**;

E. "Claim" means any of the following against the **Insured**:

1. a demand or assertion of a legal right, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
2. a suit seeking injunctive relief relating to the **Claims** specified in the **Professional Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement;
3. any written request to toll or waive a statute of limitations relating to a potential **Claim**;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

4. any arbitration or mediation proceeding; or
5. a written demand for a retraction or correction;

H. "**Damages**" means any of the following costs the **Insured** is legally obligated to pay because of liability imposed by law or **Assumed Under Contract**: monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary; legal expense of others; and pre- and post-judgment interest.

However, the maximum portion of pre-judgment or post-judgment interest the Company will pay on behalf of the **Insured** will be no greater than the proportion of **Damages** covered by this policy on which interest is assessed bears to the total **Damages** for the **Claim** on which such interest is assessed.

"**Damages**" does not include:

1. the cost of recall, return, reproduction, reprinting or correction of **Matter** by any **Insured** or indemnitee; the cost of compliance with an injunction or other court order; lost profits, lost business, fees due any **Insured**, any payment recoverable by any **Insured** from any client or any other party; and any salaries, wages, benefits, expenses, overtime and overhead incurred in mitigating or correcting a covered circumstance;
2. fines and penalties, including, but not limited to, governmental, civil or criminal fines or penalties;
3. royalties, sums, deposits, commissions, charges or fees assessed by ASCAP, SESAC, RIAA, BMI or other licensing organizations or on their behalf or for others arising from the failure, directly or indirectly, by the **Insured** to obtain or maintain required licenses or payments; or
4. the costs of correcting, performing or reperforming the **Professional Services** of the **Insured** or another party when the **Insured** had the opportunity to correct, perform or reperform the activity that generated the costs;

or any **Claim Expense** resulting therefrom.

P. "**Occurrence**" means a wrongful act described in Items 1. and 2. of the **Professional Services Errors and Omissions Liability**, Part I., **COVERAGE AGREEMENTS** at the beginning of this endorsement when said wrongful act is committed or alleged to have been committed by the **Insured** or any person or organization for whom the **Insured** is legally liable.

With respect to this endorsement only, it is also agreed Part II., **DEFINITIONS**, of the policy is amended to add the following:

- . "**Professional Services**" means the services described as follows and related **Advertising**:
- . "**Endorsement Period**" means the following period: _____ or any shorter period resulting from cancellation of this endorsement;
- . "**First Inception Date**" means the Inception Date of the earliest Professional Services Errors & Omissions Endorsement issued by the Company to the **First Named Insured**, provided that there has been uninterrupted coverage by the Company for the **First Named Insured** from that earliest endorsement to this endorsement.
- . "**Retroactive Date**" means the following date: _____ ;

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS**, A.13. and 16. of the policy are deleted in their entirety and replaced by the following:

13. any delay, interruption or failure of, or damage to any computer communication network, hardware, software, program, data, database or service, except that this exclusion shall not apply when the delay, interruption, failure or damage is solely the result of the **Insured's** actual or alleged negligence in the performance of **Professional Services**;

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

16. professional or consulting services that are separate and distinct from the utterance or dissemination of **Matter** and are performed for others for a fee, except that this exclusion shall not apply to **Claims** that arise from the **Insured's** performance of **Professional Services**;

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

- . harassment, misconduct or discrimination because of or relating to race, creed, color, age, sex, sexual preference, national origin, religion, handicap, disability or marital status;
- . made solely by reason of the **Insured** being a director or officer of the **Named Insured** or any other **Insured**;
- . electrical failure including electrical power interruption, surge, brownout or blackout; except that this exclusion shall not apply to electrical failures that are solely the result of the **Insured's** actual or alleged negligence in the performance of **Professional Services**;
- . acts of the **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act;
- . the negotiation, placement or maintenance of insurance or reinsurance;

With respect to this endorsement only, it is also agreed the policy is amended to add the following, Part VI., **CLAIMS MADE AND RETROACTIVE COVERAGE PROVISIONS**:

VI. CLAIMS MADE AND RETROACTIVE COVERAGE PROVISIONS

A. Claims First Made

This insurance applies when a written **Claim** is first made against an **Insured** during the **Endorsement Period**. To be covered, the **Claim** must also arise from an **Occurrence** committed during the **Endorsement Period**.

The Company will consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by any **Insured**.

This insurance also applies to **Claims** under the following conditions:

B. Prior Occurrences - Retroactive Coverage

The Company will cover a written **Claim** first made against any **Insured** arising from an **Occurrence** committed between the **Retroactive Date** and the Inception Date of this endorsement, but only if all of the following conditions are met:

1. the written **Claim** is first made against any **Insured** during the **Endorsement Period**. The Company will consider a **Claim** to be first made against the **Insured** when a written **Claim** is first received by any **Insured**;
2. no **Insured** knew prior to the **First Inception Date** of a circumstance that could reasonably be expected to lead to the **Claim**; and
3. there is no other valid and collectible insurance for the **Claim**.

C. Reported Occurrences - Notice of Potential Claims

The Company will cover a written **Claim** first made against any **Insured** after the end of the **Endorsement Period**, but only if all of the following conditions are met:

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

1. the **Occurrence** is committed between the **Retroactive Date** and the end of the **Endorsement Period**;
2. the Company receives written notice from the **Insured** during the **Endorsement Period** of the **Occurrence**;

The notice must include all of the following information:

- a. the names of those persons or organizations involved in the **Occurrence**;
 - b. the specific person or organization likely to make the **Claim**;
 - c. a description of the time, place and nature of the **Occurrence**; and
 - d. a description of the potential **Damages**;
3. no **Insured** knew prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
 4. there is no other valid and collectible insurance for the **Claim**.

A **Claim** first made after the end of the **Endorsement Period** and arising from a reported **Occurrence** will be covered under the provisions of this endorsement in effect on the date the Company receives the notice of the **Occurrence**.

D. Extended Reporting Period

Automatic Extended Reporting Period: If the **First Named Insured** or Company cancels or nonrenews this endorsement, the **First Named Insured** shall be entitled to an Automatic Extended Reporting Period of sixty (60) days from the effective date of the cancellation or nonrenewal. **Claims** first made during this period shall be eligible for coverage under the endorsement provided that the conditions of Part VI.D.1.-3. of this endorsement are met. A **Claim** that is first made during the Automatic Extended Reporting Period will be deemed to have been made on the last day of the **Endorsement Period**. The provisions of this endorsement in effect on the last day of this **Endorsement Period** will apply. The Automatic Extended Reporting Period shall not reinstate or increase the Policy Limits or any applicable endorsement sub-limit.

Claims first made after the end of the **Endorsement Period** when the **Insured** has not reported an **Occurrence** during the **Endorsement Period** in accordance with Part VI.C. above, are not automatically covered. To cover them, the **First Named Insured** must purchase an Extended Reporting Period from the Company.

If the **First Named Insured** purchases an Extended Reporting Period, the Company will cover a **Claim** first made against any **Insured** during the Extended Reporting Period, but only if all of the following conditions are met:

1. the **Occurrence** is committed between the **Retroactive Date** and the end of the **Endorsement Period**;
2. no **Insured** knew prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
3. there is no other valid and collectible insurance for the **Claim**.

The Company will consider a **Claim** to be made during the Extended Reporting Period only if written **Claim** is first received by any **Insured** after the Expiration Date of the **Endorsement Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

4. If the Company or **First Named Insured** cancels or nonrenews this endorsement, and upon request by the **First Named Insured**, the Company will offer an Extended Reporting Period, unless the Company cancels or nonrenews the endorsement because any **Insured** failed to comply with endorsement or policy provisions.

The Extended Reporting Period options and the respective percentages of the premium that the **First Named Insured** must pay to purchase an Extended Reporting Period are:

One Year = 100% of the annual premium
Two Years = 150%

Changes or proposed changes in premium or the provisions of this endorsement or the policy shall not be construed as cancellation or nonrenewal of this endorsement by the Company.

5. The Company must receive the **First Named Insured's** request for the Extended Reporting Period in writing within sixty (60) days after the end of the **Endorsement Period**. On receipt and acceptance of the request, the Company will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the Company will bill the additional premium and the Company must receive payment within thirty (30) days after the billing date for the endorsement to be effective.
6. The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.
7. A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of this **Endorsement Period**. The provisions of this endorsement in effect on the last day of this **Endorsement Period** will apply.
8. The Extended Reporting Period fully reinstates, but does not increase, the Policy Limits or any applicable endorsement sub-limit.
9. The Extended Reporting Period does not extend the **Endorsement Period** or change the scope of coverage provided.

E. Multiple Claims - Same Occurrence

All **Claims** arising from the same **Occurrence** will be deemed to have been made on the earlier of the following dates:

1. the date the first of those **Claims** is made against any **Insured**; or
2. the first date the Company receives the **Insured's** written notice of the **Occurrence**.

The provisions of this endorsement in effect on that date will apply.

A sub-limit of \$ **Each Loss** shall apply to coverage afforded under this endorsement and shall be the Total Limit of Insurance for the total of all **Claims** covered under this endorsement. **Damages** and **Claim Expense** in excess of the Self-Insured Retention shall be applied against this sub-limit.

This endorsement shall not operate to increase the policy limit.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF AGGREGATE LIMIT ENDORSEMENT (Claim Expense Within the Policy Limit)

It is agreed that Part III., **POLICY LIMITS AND SELF-INSURED RETENTION**, of the policy is deleted in its entirety and replaced by the following:

III. POLICY LIMITS AND SELF-INSURED RETENTION

A. Policy Limit

Regardless of the number of:

1. **Insureds** under this policy;
2. **Occurrences**;
3. policies issued by the Company;
4. Coverage Agreements;
5. persons or organizations who sustain **Damages**; or
6. **Claims** made or suits brought,

the most the Company will pay is the applicable Policy Limit for **Each Loss** stated in Item 4. of the Declarations. No Total Limit of Insurance or aggregate limit will apply.

B. Self-Insured Retention

The Self-Insured Retention stated in Item 5. of the Declarations will be those amounts first incurred and payable by the **Insured** for **Each Loss**. The Self-Insured Retention applies to both **Damages** and **Claim Expense** or any combination thereof.

The applicable Policy Limit will be in excess of the Self-Insured Retention amount stated in Item 5. of the Declarations. The Self-Insured Retention will not reduce the applicable Policy Limit.

C. Application of Policy Limit and Self-Insured Retention to Each Loss

The date that **Each Loss** takes place will be deemed to be the date on which the first of the **Occurrences** contributing to **Each Loss** took place. **Occurrences** that take place on one or more dates during a Policy Period or periods of insurance issued by an **Insurer** and involve the same or related subject, person, class of persons or have common facts or circumstances or involve common transactions, infringements, events or decisions, regardless of the number of repetitions, alterations, actions or forms of communication, will be deemed related **Occurrences**. Only the applicable Policy Limit and Self-Insured Retention in effect when the first of the related **Occurrences** took place will apply.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF AGGREGATE LIMIT ENDORSEMENT (Claim Expense Outside the Policy Limit)

It is agreed that Part III., **POLICY LIMITS AND SELF-INSURED RETENTION**, of the policy is deleted in its entirety and replaced by the following:

III. POLICY LIMITS AND SELF-INSURED RETENTION

A. Policy Limit

Regardless of the number of:

1. **Insureds** under this policy;
2. **Occurrences**;
3. policies issued by the Company;
4. Coverage Agreements;
5. persons or organizations who sustain **Damages**; or
6. **Claims** made or suits brought,

the most the Company will pay for **Damages** is the applicable Policy Limit for **Each Loss** stated in Item 4. of the Declarations. No Total Limit of Insurance or aggregate limit will apply.

B. Self-Insured Retention

The Self-Insured Retention stated in Item 5. of the Declarations will be those amounts first incurred and payable by the **Insured** for **Each Loss**. The Self-Insured Retention applies to both **Damages** and **Claim Expense** or any combination thereof.

The applicable Policy Limit will be in excess of the Self-Insured Retention amount stated in Item 5. of the Declarations. The Self-Insured Retention will not reduce the applicable Policy Limit.

C. Application of Policy Limit and Self-Insured Retention to Each Loss

The date that **Each Loss** takes place will be deemed to be the date on which the first of the **Occurrences** contributing to **Each Loss** took place. **Occurrences** that take place on one or more dates during a Policy Period or periods of insurance issued by an **Insurer** and involve the same or related subject, person, class of persons or have common facts or circumstances or involve common transactions, infringements, events or decisions, regardless of the number of repetitions, alterations, actions or forms of communication, will be deemed related **Occurrences**. Only the applicable Policy Limit and Self-Insured Retention in effect when the first of the related **Occurrences** took place will apply.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC CLAIMS EXCLUSION

This policy shall exclude any **Claim**, including legal expenses incurred for defense of such **Claim**, based upon, arising out of, in consequence of or in any way involving the facts, circumstances or situation underlying or alleged in the **Claim** and/or circumstances shown in response to Question # _____ of the _____ Application dated _____, including any supplemental information attached thereto.

Signature of **Insured** or the **Insured's** Representative

Title

Date

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STREAMING EXCLUSION

It is agreed Part II., **DEFINITIONS**, of the policy is amended to add the following:

- . **"Streaming"** means the delivering of multimedia content such that it is continuously received by the end-user, either live or on demand, while it is being delivered by the provider.

It is also agreed Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

- . copyright **Claims** from the **Streaming** of **Matter** over the Internet;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TERRITORY ENDORSEMENT (OCCURRENCES AND CLAIMS OR SUITS
IN THE U.S., ITS TERRITORIES AND POSSESSIONS)**

It is agreed Part V., **CONDITIONS, B. Territory** of the policy is deleted in its entirety and replaced by the following:

B. Territory

The territory of the policy extends only to any **Occurrence** that takes place in the United States, its territories and possessions, provided that any resulting suit or other **Claim** must also be brought in the United States, its territories and possessions. If **Damages** or **Claim Expense** are paid in a currency other than United States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate which is in effect at the time of payment.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TERRITORY ENDORSEMENT (UNIVERSAL OCCURRENCES, CLAIMS OR SUITS
BROUGHT IN THE U.S., ITS TERRITORIES AND POSSESSIONS)**

It is agreed Part V., **CONDITIONS, B. Territory** of the policy is deleted in its entirety and replaced by the following:

B. Territory

The territory of the policy is universal for any **Occurrence**, but only extends to any suit or other **Claim** brought in the United States, its territories and possessions. If **Damages** or **Claim Expense** are paid in a currency other than United States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate which is in effect at the time of payment.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADEMARK AND ERRORS & OMISSIONS EXCLUSION

It is agreed Part I., **COVERAGE AGREEMENTS**, **A.3.** of the policy is deleted in its entirety and replaced by the following:

3. any form of infringement or dilution of title or slogan;

It is also agreed Part I., **COVERAGE AGREEMENTS**, **A.12.** of the policy is deleted in its entirety.

It is also agreed Part IV., **EXCLUSIONS**, **A.8.** of the policy is deleted in its entirety and replaced by the following:

8. **Bodily Injury or Property Damage**; except this exclusion shall not apply to sickness, mental anguish or emotional distress actually or allegedly arising from a **Claim** otherwise covered by the policy;

It is also agreed Part IV., **EXCLUSIONS**, **A.** of the policy is amended to add the following:

- . infringement or dilution of trademark, trade name, trade dress, service mark or service name;
- . **Contextual Error or Omission**;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADEMARK EXCLUSION

It is agreed Part I., **COVERAGE AGREEMENTS**, **A.3.** of the policy is deleted in its entirety and replaced by the following:

3. any form of infringement or dilution of title or slogan;

It is also agreed Part IV., **EXCLUSIONS**, **A.** of the policy is amended to add the following:

- . infringement or dilution of trademark, trade name, trade dress, service mark or service name;

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSLATION COST ENDORSEMENT

It is agreed Part V., **CONDITIONS**, is amended to add the following:

. Translation Cost

In the event of a **Claim**, the **Insured** shall furnish to the Company, at its own expense, an English translation of any **Matter** which is subject of the **Claim**.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNAUTHORIZED ACCESS COVERAGE ENDORSEMENT
(Claim Expense Within the Policy Limit)**

It is agreed that Part I., **COVERAGE AGREEMENTS**, of the policy is amended to add the following:

- . The Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** in connection with **Advertising** or the business operations of the **Insured** during the Policy Period that gives rise to a **Claim**, regardless of when **Claim** is made or suit is brought, for or arising out of the failure to prevent a party from unauthorized access to, unauthorized use of, tampering with or introduction of a computer virus or malicious code into data or systems.

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS**, **A.12.** is deleted in its entirety and replaced by the following:

12. intentional unauthorized access to, unauthorized use of, tampering with or introduction of a computer virus or malicious code into data or systems by any **Insured** or person who would qualify as an **Insured** but for their acts being outside the scope of their duties as a partner, officer, director, employee, volunteer, agent, independent contractor or additional **Insured** of the **Insured**, except that this exclusion shall not apply to any **Insured** who did not commit, acquiesce or participate in the actions that gave rise to the **Claim**.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNAUTHORIZED ACCESS COVERAGE ENDORSEMENT
(Claim Expense Outside the Policy Limit)**

It is agreed that Part I., **COVERAGE AGREEMENTS**, of the policy is amended to add the following:

- . The Company will pay on behalf of the **Insured** all **Damages** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** in connection with **Advertising** or the business operations of the **Insured** during the Policy Period that gives rise to a **Claim**, regardless of when **Claim** is made or suit is brought, for or arising out of the failure to prevent a party from unauthorized access to, unauthorized use of, tampering with or introduction of a computer virus or malicious code into data or systems.

With respect to this endorsement only, it is also agreed Part IV., **EXCLUSIONS**, **A.12.** is deleted in its entirety and replaced by the following:

12. intentional unauthorized access to, unauthorized use of, tampering with or introduction of a computer virus or malicious code into data or systems by any **Insured** or person who would qualify as an **Insured** but for their acts being outside the scope of their duties as a partner, officer, director, employee, volunteer, agent, independent contractor or additional **Insured** of the **Insured**, except that this exclusion shall not apply to any **Insured** who did not commit, acquiesce or participate in the actions that gave rise to the **Claim**.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MITIGATION EXPENSE COVERAGE DELETION ENDORSEMENT

It is agreed Part I., **COVERAGE AGREEMENTS, C. Mitigation Expense Cost Coverage** is deleted from the policy in its entirety.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

| | | | |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>PERR-125673680</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>AXIS Insurance Company</i> | <i>State Tracking Number:</i> | <i>#? \$50</i> |
| <i>Company Tracking Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F</i> | | |
| <i>TOI:</i> | <i>17.0 Other Liability - Claims Made/Occurrence</i> | <i>Sub-TOI:</i> | <i>17.0019 Professional Errors & Omissions Liability</i> |
| <i>Product Name:</i> | <i>American Association of Advertising Agencies Purchasing Group</i> | | |
| <i>Project Name/Number:</i> | <i>AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F</i> | | |

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125673680 State: Arkansas
Filing Company: AXIS Insurance Company State Tracking Number: #? \$50
Company Tracking Number: AXIS-OL-AAAA-AR-08-01-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: American Association of Advertising Agencies Purchasing Group
Project Name/Number: AXIS-OL-AAAA-AR-08-01-F/AXIS-OL-AAAA-AR-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 06/10/2008
Comments:
Attachment:
2007 NAIC FFS +.pdf

Satisfied -Name: Supporting Documentation **Review Status:** Approved 06/10/2008
Comments:

- Forms List
- Filing Memorandums
- Letter of Authorization

Attachments:
AAAA_filing index_AR-4.08.pdf
AIC AAAA Filing Memorandum - Form.pdf
P&K Authorization Letter - AIC.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|------------------------------------|----------------------------------|--|---|
| 1. | This filing transmittal is part of Company Tracking # | AXIS-OL-AAAA-AR-08-01-F | | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | AXIS-OL-AAAA-AR-08-01-R | | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement or Withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |

| | | | | | |
|----|---|-----------------|---|--|--|
| 01 | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy (Claim Expense Within the Policy Limit) | FA-001 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 02 | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy (Claim Expense in Addition to the Policy Limit) | FA-002 (3/08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 03 | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy Declarations | FA-O2 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 04 | American Association of Advertising Agencies (AAAA) Multimedia Liability Policy Declarations | FA-W1 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 05 | American Association of Advertising Agencies, Inc. Purchasing Group Application for Insurance | M1-FA910 (5-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 06 | Acquisition Endorsement | FA-01 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 07 | Additional Insured Endorsement | FA-02 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 08 | Additional Insured Endorsement - Matter Furnished by the Additional Insured | FA-03 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 09 | Address Amendatory Endorsement | FA-04 (3/08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 10 | Agent & Independent Contractor Exclusion | FA-05 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 11 | Anti-Stacking Endorsement (Claim Expense Outside the Policy Limit) | FA-06 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|--|--|---|
| 1. | This filing transmittal is part of Company Tracking # | | AXIS-OL-AAAA-AR-08-01-F | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | AXIS-OL-AAAA-AR-08-01-R | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement or Withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |

| | | | | | |
|----|---|----------------|---|--|--|
| 12 | Anti-Stacking Endorsement (Claim Expense Within the Policy Limit) | FA-07 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 13 | Application for Insurance - Acceptance of Another Company's Application | FA-08 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 14 | Cancellation Endorsement - Pro Rata | FA-09 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 15 | Cancellation Endorsement - Short Rate | FA-10 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 16 | Cancellation Reinstatement Endorsement | FA-11 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 17 | Cancellation/Nonrenewal Notice Endorsement | FA-12 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 18 | Company Selection of Counsel Endorsement | FA-13 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 19 | Electronic Information Gathering Exclusion | FA-14 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 20 | Errors & Omissions - Standard Coverage Endorsement | FA-15 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 21 | Errors & Omissions Coverage Deletion Endorsement | FA-16 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 22 | Extended Reporting Period Endorsement | FA-17AR (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 23 | Failure to Obtain Rights Exclusion | FA-18 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 24 | Independent Contractors Exclusion | FA-19 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|--|--|---|
| 1. | This filing transmittal is part of Company Tracking # | AXIS-OL-AAAA-AR-08-01-F | | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | AXIS-OL-AAAA-AR-08-01-R | | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement or Withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |

| | | | | | |
|----|--|----------------|---|--|--|
| 25 | Knowledge & Notice of Claim Endorsement (Claim Expense Within the Policy Limit) | FA-20 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 26 | Knowledge & Notice of Claim Endorsement (Claim Expense Outside the Policy Limit) | FA-21 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 27 | Limits, SIR and/or Premium Amendatory Endorsement | FA-22 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 28 | Multimedia Cyber/Technology Services Errors & Omissions Endorsement (Claim Expense Within the Policy Limit) | FA-23AR (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 29 | Multimedia Cyber/Technology Services Errors & Omissions Endorsement (Claim Expense Outside the Policy Limit) | FA-24AR (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 30 | Multi-Year Policy Endorsement | FA-25 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 31 | Music Activities Exclusion | FA-26 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 32 | Named Insured Amendatory Endorsement | FA-27 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 33 | Named Insured Endorsement | FA-28 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 34 | Named Peril Endorsement (Claim Expense Within the Policy Limit) | FA-29 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 35 | Named Peril Endorsement (Claim Expense Outside the Policy Limit) | FA-30 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 36 | Policy Period Amendatory Endorsement | FA-31 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|--|--|---|
| 1. | This filing transmittal is part of Company Tracking # | | AXIS-OL-AAAA-AR-08-01-F | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | AXIS-OL-AAAA-AR-08-01-R | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement or Withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |

| | | | | | |
|----|---|----------------|---|--|--|
| 37 | Prior Acts Coverage Extension | FA-32 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 38 | Professional Services Errors & Omissions Endorsement (Claim Expense Within the Policy Limit) | FA-33AR (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 39 | Professional Services Errors & Omissions Endorsement (Claim Expense Outside the Policy Limit) | FA-34AR (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 40 | Removal of Aggregate Limit Endorsement (Claim Expense Within the Policy Limit) | FA-35 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 41 | Removal of Aggregate Limit Endorsement (Claim Expense Outside the Policy Limit) | FA-36 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither | | |
| 42 | Specific Claims Exclusion | FA-37 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 43 | Streaming Exclusion | FA-38 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 44 | Territory Endorsement (Occurrences and Claims or Suits in the U.S., its Territories and Possessions) | FA-39 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 45 | Territory Endorsement (Universal Occurrences, Claims or Suits Brought in the U.S., its Territories and Possessions) | FA-40 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 46 | Trademark and Errors & Omissions Exclusion | FA-41 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 47 | Trademark Exclusion | FA-42 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 48 | Translation Cost Endorsement | FA-43 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|--|--|---|
| 1. | This filing transmittal is part of Company Tracking # | | AXIS-OL-AAAA-AR-08-01-F | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | AXIS-OL-AAAA-AR-08-01-R | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement or Withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |

| | | | | | |
|----|---|----------------|---|--|--|
| 49 | Unauthorized Access Coverage Endorsement (Claim Expense Within the Policy Limit) | FA-44 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 50 | Unauthorized Access Coverage Endorsement (Claim Expense Outside the Policy Limit) | FA-45 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 51 | Mitigation Expense Coverage Deletion Endorsement | FA-46 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 52 | Arkansas Amendatory Endorsement | FAAR-01 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 53 | Important Information for Arkansas Policyholders | FAAR-02 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 54 | Arkansas Consent Agreement Claim Expense within the Policy Limit (CEWL) | FAAR-03 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 55 | Arkansas Mid-Term Exclusion Consent Form | FAAR-04 (3-08) | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither | | |
| 56 | | | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither | | |
| 57 | | | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither | | |
| 58 | | | <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither | | |

| AAAA FILING INDEX - ARKANSAS | | | |
|---|----------------|--------------------|----------------------------------|
| TITLE | FORM NUMBER | FORM APPLICABILITY | RATE BEARING (Y/N) + RATE IMPACT |
| Arkansas Amendatory Endorsement | FAAR-01 (3-08) | FA-001 & FA-002 | NO |
| Important Information for Arkansas Policyholders | FAAR-02 (3-08) | FA-001 & FA-002 | NO |
| Arkansas Consent Agreement - CEWL | FAAR-03 (3-08) | FA-001 | NO |
| Arkansas Mid-Term Exclusion Consent Form | FAAR-04 (3-08) | FA-001 & FA-002 | NO |
| Acquisition Endorsement | FA-01 (3-08) | FA-001 & FA-002 | NO |
| Additional Insured Endorsement | FA-02 (3-08) | FA-001 & FA-002 | YES (0% TO 10%) |
| Additional Insured Endorsement - Matter Furnished by the Additional Insured | FA-03 (3-08) | FA-001 & FA-002 | YES (0% TO 10%) |
| Address Amendatory Endorsement | FA-04 (3-08) | FA-001 & FA-002 | NO |
| Agent & Independent Contractor Exclusion | FA-05 (3-08) | FA-001 & FA-002 | YES (0% TO -10%) |
| Anti-Stacking Endorsement (CEWL) | FA-06 (3-08) | FA-001 | NO |
| Anti-Stacking Endorsement (CEOL) | FA-07 (3-08) | FA-002 | NO |
| Application for Insurance - Acceptance of Another Company's Application | FA-08 (3-08) | FA-001 & FA-002 | NO |
| Cancellation Endorsement - Pro Rata | FA-09 (3-08) | FA-001 & FA-002 | NO |
| Cancellation Endorsement - Short Rate | FA-10 (3-08) | FA-001 & FA-002 | NO |
| Cancellation Reinstatement Endorsement | FA-11 (3-08) | FA-001 & FA-002 | NO |
| Cancellation/Nonrenewal Notice Endorsement | FA-12 (3-08) | FA-001 | NO |
| Company Selection of Counsel Endorsement (CEWL only) | FA-13 (3-08) | FA-001 & FA-002 | NO |
| Electronic Information Gathering Exclusion | FA-14 (3-08) | FA-001 & FA-002 | NO |
| Errors & Omissions - Standard Coverage Endorsement | FA-15 (3-08) | FA-001 & FA-002 | YES (0% TO -25%) |
| Errors & Omissions Coverage Deletion Endorsement | FA-16 (3-08) | FA-001 & FA-002 | YES (0% TO -40%) |
| Extended Reporting Period Endorsement | FA-17AR (3-08) | FA-001 & FA-002 | 1 year 100%/2 years 150% |
| Failure to Obtain Rights Exclusion | FA-18 (3-08) | FA-001 & FA-002 | NO |
| Independent Contractors Exclusion | FA-19 (3-08) | FA-001 & FA-002 | NO |
| Knowledge & Notice of Claim Endorsement (CEWL) | FA-20 (3-08) | FA-001 | NO |
| Knowledge & Notice of Claim Endorsement (CEOL) | FA-21 (3-08) | FA-002 | NO |
| Limits, SIR and/or Premium Amendatory Endorsement | FA-22 (3-08) | FA-001 & FA-002 | NO |
| Multimedia Cyber/Technology Services Errors & Omissions Endorsement (CEWL) | FA-23AR (3-08) | FA-001 | YES (0% TO 25%) |
| Multimedia Cyber/Technology Services Errors & Omissions Endorsement (CEOL) | FA-24AR (3-08) | FA-002 | YES (0% TO 25%) |
| Multi-Year Policy Endorsement | FA-25 (3-08) | FA-001 & FA-002 | NO |
| Music Activities Exclusion | FA-26 (3-08) | FA-001 & FA-002 | NO |
| Named Insured Amendatory Endorsement | FA-27 (3-08) | FA-001 & FA-002 | NO |
| Named Insured Endorsement | FA-28 (3-08) | FA-001 & FA-002 | NO |
| Named Peril Endorsement (CEWL) | FA-29 (3-08) | FA-001 | YES (0% TO -10%) |
| Named Peril Endorsement (CEOL) | FA-30 (3-08) | FA-001 & FA-002 | YES (0% TO -10%) |

| | | | |
|---|-----------------|-----------------|--|
| Policy Period Amendatory Endorsement | FA-31 (3-08) | FA-001 & FA-002 | YES (dependant on extension or reduction of policy period) |
| Prior Acts Coverage Extension | FA-32 (3-08) | FA-001 & FA-002 | YES (0% TO 30% - FULL PRIOR ACTS (a)rated) |
| Professional Services Errors & Omissions Endorsement (CEWL) | FA-33AR (3-08) | FA-001 | YES (0% TO 25%) |
| Professional Services Errors & Omissions Endorsement (CEOL) | FA-34AR (3-08) | FA-002 | YES (0% TO 25%) |
| Removal of Aggregate Limit Endorsement (CEWL) | FA-35 (3-08) | FA-001 | YES (+25%) |
| Removal of Aggregate Limit Endorsement (CEOL) | FA-36 (3-08) | FA-002 | YES (+25%) |
| Specific Claims Exclusion | FA-37 (3-08) | FA-001 & FA-002 | NO |
| Streaming Exclusion | FA-38 (3-08) | FA-001 & FA-002 | NO |
| Territory Endorsement (Occurrences and Claims or Suits in the U.S., its Territories and Possessions) | FA-39 (3-08) | FA-001 & FA-002 | NO |
| Territory Endorsement (Universal Occurrences, Claims or Suits Brought in the U.S., its Territories and Possessions) | FA-40 (3-08) | FA-001 & FA-002 | NO |
| Trademark and Errors & Omissions Exclusion | FA-41 (3-08) | FA-001 & FA-002 | YES (0% TO -25%) |
| Trademark Exclusion | FA-42 (3-08) | FA-001 & FA-002 | YES (0% TO -25%) |
| Translation Cost Endorsement | FA-43 (3-08) | FA-001 & FA-002 | NO |
| Unauthorized Access Coverage Endorsement (CEWL) | FA-44 (3-08) | FA-001 | YES (0% TO 25%) |
| Unauthorized Access Coverage Endorsement (CEOL) | FA-45 (3-08) | FA-002 | YES (0% TO 25%) |
| Mitigation Expense Coverage Deletion Endorsement | FA-46 (3-08) | FA-001 & FA-002 | YES (0% TO -25%) |
| AAAA Multimedia Liability Policy (CEWL) | FA-001 (3-08) | | |
| AAAA Multimedia Liability Policy (CEOL) | FA-002 (3-08) | | |
| AAAA Multimedia Liability Policy Declarations (CEWL) | FA-W1 (3-08) | FA-001 | |
| AAAA Multimedia Liability Policy Declarations (CEOL) | FA-O2 (3-08) | FA-002 | |
| AAAA Liability Application | M1-FA910 (5-08) | | |
| | | | |
| RATE PLAN = AAAA-RPG RATE MANUAL_4A(1) 4.08 | | | |
| MRP-AR (3-08) | | | |

AXIS INSURANCE COMPANY

EXPLANATORY MEMORANDUM

American Association of Advertising Agencies (AAAA) Multimedia Liability Program FORMS

With this filing, AXIS Insurance Company is submitting its newly developed independent forms for the American Association of Advertising Agencies (AAAA) Multimedia Liability Program. This filing is the initial submission of this program for AXIS Insurance Company. The program provides errors & omissions insurance coverages, and offers a variety of coverage options to members of the AAAA, which is also a registered Risk Purchasing Group.

The program includes two Multimedia Liability coverage forms - one offering claim expense outside the policy limit and another offering claim expense within the policy limit. The Multimedia Liability coverage forms will provide advertising agencies errors & omissions coverage for association members.

In addition to the above mentioned policy forms, this filing contains corresponding declarations, endorsements and application.

The rating plan for the program has been filed simultaneously under separate cover. The proposed rates for the program have been determined judgmentally based upon the expertise and knowledge of AXIS/MediaPro underwriters and an analysis of a similar program offered by leading competitor National Casualty Company. In that the competing National Casualty program has not been revised or updated since its original filing in 1993, certain revisions and adjustments have been made by AXIS to reflect the impact of trend, market changes, and coverage enhancements incorporated by AXIS into the policy forms.



May 15, 2008

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, and form filings on behalf of AXIS Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department
Perr&Knight
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-8529

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in cursive script that reads "Dave Clark".

Dave Clark, CPCU, ARe
Vice President
Underwriting Compliance
Telephone: 678-746-9423
Fax: 678-746-9317
Dave.Clark@axiscapital.com